

**DRAFT**  
**Original 11/24/03**  
**Revised 7/13/04; 5/5/05; 5/9/05; 6/24/05; 8/2/05; 5/19/06; 6/2/06; 7/14/06; 9/19/07;**  
**6/6/08; 9/17/08; 09/22/08**  
**A. Hitchcock**

**AGREEMENT**  
**between**  
**NATIONAL PARK SERVICE**  
**and**  
**[Repository]**  
**on**  
**Management of NPS Natural History Collections**

**I. Background and Objectives**

This agreement covers natural history collections (specimens and associated records, or copies) made on national park system lands identified in Annex 1 and stored and managed by the (insert repository name [R]). The agreement covers biological collections including non-fossilized specimens of monera, algae, fungi, plantae, protista, and animalia; paleontology; and geology. It excludes cultural artifacts and human remains and natural history collections recovered from archeological and other cultural sites. The agreement applies to all collections that NPS offers and [R] accepts after the date of the last signature on this agreement. Collections made under 36 CFR 2.5 and loaned to [R] prior to this agreement will be covered by this agreement only if listed in an attachment. [Attach list of additional collections to be covered in Annex 1.]

The National Park Service (NPS) museum collections contribute to science, resource management, and education in the parks. The collections number more than 124 million items from over 350 units of the national park system, including natural history collections of 2,492,000 biological, 493,000 paleontological, and 76,000 geological specimens. The NPS collections are managed in parks, NPS centers, and non-NPS repositories. NPS staff and permittees collecting on park lands generate NPS natural history collections in accordance with 36 CFR 2.5. These collections are Federal property. Managers of NPS natural, cultural, and archival collections typically respond annually to more than 16,000 research requests from park staff and over 112,000 requests from non-park staff. Authority to manage these collections is in 16 USC 1-4 (National Park Service Organic Act) and 16 USC 18f, 18f-2–18f-3 (National Park Service Museum Act).

[R] has [insert number] biological, [insert number] paleontological, and [insert number] geological specimens. [Briefly describe repository's scope and areas of specialty, staff expertise, collections access policies, and research use. Include quantitative data. Describe exhibit, education, publication and other programs, as applicable.]

The current NPS Inventory and Monitoring Program, All Taxa Biological Inventory in selected parks, Natural Resource Challenge, and other programs and projects are

generating NPS natural history museum collections at a faster rate than ever before. NPS is seeking viable options for effectively responding to this increased collections growth. Managing these NPS collections in partnership with [R] would provide for their preservation, enhance their research value through ongoing study and identification, and make them readily accessible to researchers using the [R] collections. Collections from national parks will enhance the biological and geographical diversity represented in the [R] collections. [R] management of collections from units of the national park system is a desirable option.

Individual parks have always had the option of storing collections at [R] under NPS loan agreements. Managing multiple loan agreements from multiple parks may place a burden on [R] resources. This agreement will facilitate and streamline such loan arrangements for both [R] and parks and improve the ability of parks and [R] to respond to the increased collecting activity in parks.

## **II. Definitions [add terms as needed]**

- A. “Confidential Information” shall mean any information or material in tangible form that is marked as confidential or proprietary by the furnishing Party at the time it is delivered to the receiving Party, and information that is furnished orally if the furnishing party identifies such information as confidential or proprietary when it is disclosed and promptly confirms such designation in writing after such disclosure. Confidential Information does not include:
1. information that is publicly known or available from other sources who are not under a confidentiality obligation to the source of the information; or
  2. information that has been made available by its owners to others without a confidentiality obligation; or
  3. information that is already known by or available to the receiving Party without a confidentiality obligation; or
  4. information that relates to potential hazards or cautionary warnings associated with the handling, use or disposal of NPS specimens; or
  5. information that is required by other applicable law or by this Agreement to be disclosed.
- B. “NPS Catalog” shall mean the National Park Service National Catalog of Museum Objects as described in NPS Management Policies (5.3.5.5.4) available at <http://data2.itc.nps.gov/npspolicy/index.cfm> and in Director’s Order #24 NPS Museum Collections Management (4.1.4) available at <http://www.nps.gov/policy/DOrders/DOrder24.html>.
- C. “Web Catalog” shall mean the National Park Service catalog data posted at <http://www.museum.nps.gov/>.
- D. “NPS Permittees” shall mean researchers that collect NPS specimens in NPS units pursuant to permits issued under 36 CFR 2.5.

- E. “Consumptive Use” is use of a museum item that results, or is likely to result, in damage to the item, beyond the minor damage that occurs with generally accepted usage, such as exhibition. Consumptive use requires prior approval by the NPS regional director.
- F. “Destructive Analysis” is analysis that destroys all of a museum item. NPS regional directors must approve destructive analysis for rare or highly significant museum items. Superintendents must authorize all other destructive analysis.
- G. “Destructive Sampling” is analysis that destroys a small sample of a museum item. Regional directors must approve destructive sampling for rare or highly significant museum items. Superintendents must authorize all other destructive sampling, but may include authorization in the conditions of an agreement.

### **III. Authority**

A. NPS is authorized to enter this Agreement pursuant to the authority contained in the National Park Service Organic Act, 16 USC Section 1, the National Parks Omnibus Management Act of 1998, 16 USC Section 5935, and the National Park Service Museum Act, 16 U.S.C. Section 18f-18f-3.

### **IV. Scope of Work (Roles and Responsibilities)**

A. Pursuant to this agreement NPS will

1. Authorize and encourage NPS permittees to deposit NPS specimens in the collection at [R].
2. Authorize [R] to manage the NPS specimens and associated records in a manner consistent with management of [R]’s collections.
3. Provide for the cataloging of NPS specimens deposited at [R].
4. Facilitate use of the specimens to benefit science and public education.
5. Implement all required NPS procedures included in the procedures set forth in Section V and Annex 2 of this Agreement.

B. Pursuant to this agreement [R] will

1. Manage the NPS specimens deposited on loan under this Agreement according to NPS policies and procedures cited in this Agreement.
2. Make collections and associated documentation accessible to the public, subject to the terms of this Agreement.
3. Refine the data on records as they are used in accordance with procedures in section V and Annex 2 of this Agreement. Identify records that are appropriate for posting on the NPS *Web Catalog*.
4. Comply with all laws, rules, and regulations pertaining to the maintenance and use of Government property, both tangible and intellectual.

5. Provide to the NPS Key Official an annual report by October 5, that includes the following information and any additional information that [R] determines is relevant for the previous fiscal year (October 1-September 30):
  - a. A park-specific summary of the information reported to each park under Annex 2, B.2.g.
  - b. An analysis of the use of the collections during the fiscal year, including for scientific research, education programs, and public access.
  - c. A list of records identified for posting on the *Web Catalog*.
  - d. A summary of the findings in the annual inventory.
  - e. Recommendations for improved management and use of the collections for public benefit.
  - f. A list of any fees charged for access to NPS specimens and associated records.

## V. Operational Procedures

In addition to the terms listed below, both Parties agree to follow the detailed operational procedures specified in Annex 2 of this Agreement.

### A. Both Parties agree that:

1. Specimen collection and management of park specimens and associated records, including loans, complies with NPS regulations (36 CFR 2.5) and, except as noted herein, with NPS policies, including:
  - a. Management Policies (available at <http://data2.itc.nps.gov/npspolicy/index.cfm>);
  - b. Director's Order #24: NPS Museum Collections Management (available at <http://www.nps.gov/refdesk/DOrders/index.htm>);
  - c. NPS procedures, including NPS Museum Handbook and the Automated National Catalog System (ANCS+) User Manual (available at <http://www.cr.nps.gov/museum/publications/index.htm>); and
  - d. permitting procedures (available at [http://science.nature.nps.gov/servlet/Prmt\\_PubIndex](http://science.nature.nps.gov/servlet/Prmt_PubIndex)).
2. Management of specimens and associated records at [R] complies with [list applicable laws, regulations and policies specific to the repository]. It is anticipated that most [R] requirements are consistent with NPS requirements. When [R] requirements conflict with NPS requirements, NPS requirements will prevail with respect to NPS specimens.
3. Differing requirements between NPS and [R] policies known at the initiation of the Agreement have been herein identified and procedures provided in this Agreement. The Agreement will be amended to resolve any conflicting requirements that may be identified in the future.

4. [R] may integrate NPS collections into the [R] collections physically in storage, exhibits, and programming and through its documentation systems for management and access purposes, except that collections may not be physically integrated where they might be exposed to known pre-existing hazardous conditions in the [R] collections, such as arsenic or asbestos, or to use that would rapidly accelerate their deterioration.
5. Parks that intend to designate [R] in a permit or in a park employee study plan must ensure that the Application for a Scientific Research and Collecting Permit or employee study plan, refers to this Agreement and names [R] in the repository signature block on page 2 of the application, in lieu of the signature of an official of [R]. [R] does not need to sign each Application. The park will send [R] copies of all permits issued in the previous calendar year that name [R] as the designated repository. [R] may require more frequent notification, but not more frequent than quarterly.
6. [R] may annually or more frequently require a park to notify [R] in advance of the types and quantities of specimens likely to be deposited with [R] within a specified future period.

B. [R] agrees that:

1. It will negotiate additional conditions, if any, for specific repository loans with individual NPS units that are consistent with this Agreement, NPS regulations, permitting procedures, and NPS loan conditions. These additional conditions will be included in the park's outgoing loan agreement to [R] for the specific loan.

C. NPS agrees that:

1. When choosing a management option for park collections, including specimens and associated records, priority will be given to housing those collections from the same park accession in a single repository to facilitate research and use. Superintendents may authorize housing of collections from the same accession at different repositories if, by so doing, preservation, research, and use will be improved.

## **VI. Key Officials and Contacts**

For purposes of mailings and notices or other communications, the addresses of the Parties are given below. A Party may change its address by giving written notice to the other Party.

A. For NPS:

Name  
Title

Address  
Telephone  
Fax  
e-mail

B. For [R]:

Name  
Title  
Address  
Telephone  
Fax  
e-mail

**VII. Confidentiality**

A. Protection of Confidential Information. Except as required under court order or the Freedom of Information Act (5 USC 552), Confidential Information shall not be disclosed, copied, reproduced or otherwise made available to any other person or entity without the consent of the owning Party. Each Party agrees to use its best efforts to maintain the confidentiality of Confidential Information. Each Party agrees that the other Party is not liable for the disclosure of Confidential Information which, after notice to and consultation with the concerned Party, the other Party in possession of the Confidential Information determines may not be lawfully withheld, provided the concerned Party has been given an opportunity to seek a court order to enjoin disclosure.

B. Duration of Confidentiality Obligation. Except as required under federal law, the obligation to maintain the confidentiality of Confidential Information shall expire when the information is no longer confidential information as defined in Article II(A).

**VIII. Intellectual Property**

A. Ownership: NPS specimens and associated records are the property of the United States Government.

B. Enforcement of Rights: Any future action or lawsuit to enforce intellectual property rights involving NPS specimens pursuant to this Agreement shall be initiated solely at the discretion of NPS. [R] agrees to advise NPS of any events that cause [R] to suspect that the loan of a NPS specimen to a third party is or may be violating the intellectual property rights of NPS or [R].

C. The Parties agree to cite in catalogs and publications referencing NPS specimens the following terms: "National Park Service," park name, specimen name, NPS catalog number, and [R] number.

**IX. Warranty, Liability and Indemnification**

A. Each party accepts full responsibility for any property damage, injury, or death caused by the acts or omissions of their respective employees, acting within the scope of their employment, or their contractors' scope of work, to the fullest extent of the law. All claims shall be processed pursuant to applicable governing law.

B. No indemnification for any loss, claim, damage, or liability is intended or provided by any party under this Agreement. The NPS shall be liable for the acts or omissions of its employees, acting within the course and scope of their employment, to the extent provided under the Federal Tort Claims Act, 28 USC Sections 1346, 2671-80. To the extent permitted by applicable law, [R] shall be liable for the negligent or wrongful acts or omissions of its employees, acting within the course and scope of their employment.

C. Any specimens, associated records, or Confidential Information loaned from one Party to the other under this Agreement shall be provided as is; furthermore, the Parties make no representations whatsoever as to the specimens, associated records or Confidential Information. They are provided without warranty of merchantability or fitness for a particular purpose or any other warranty, express or implied. The parties make no representation or warranty that the use of the specimens, associated records, or confidential information will not infringe any patent or other proprietary right. [R] warrants that all sub-loans of specimens as contemplated by this Agreement shall be in substantial compliance with all applicable US Federal regulations.

D. [R] shall provide proof of public and employee liability insurance from a responsible company or companies with a minimum limitation of [dollars] for any one claim, and an aggregate limitation of [dollars] from any number of claims arising from one incident.

E. Neither Party shall be held liable or responsible to the other Party nor be deemed to have defaulted under or breached this Agreement for failure or delay in fulfilling or performing any term of the Agreement when such failure or delay is caused by or results from causes beyond the reasonable control of the affected Party (hereinafter, a Force Majeure event), including but not limited to fire, floods, embargoes, war, acts of war (whether war be declared or not), insurrections, acts of terrorism, riots, civil commotions, strikes, lockouts, or other labor disturbances, acts of God or acts, omissions or delays in acting by any governmental authority (including regulatory and advisory bodies) or the other Party. Upon the occurrence of any Force Majeure event, the affected Party shall give written notice of such event to the other Party and shall use reasonable efforts to overcome such Force Majeure event.

## **X. Term of Agreement**

A. This Agreement shall be in force for a period of twenty-five (25) years from the date of the last approving signature. The Agreement may be renewed for an additional term upon written consent of the Parties.

## **XI. Termination**

A. This Agreement will terminate when the twenty-five (25) year term has expired, unless renewed in writing by the Parties three (3) months in advance of the expiration date.

B. Either Party may terminate this Agreement for default without any legal process whatsoever by giving the other party ninety (90) days written notice of termination, effective at the end of the ninety (90) day period, i) for no cause or ii) upon occurrence of any of the events set forth below, except that in the case of (c) or (d) such termination shall occur automatically and without the necessity of notice to the other Party.

(a) If either Party fails to observe any of the material terms and conditions of the Agreement, and, after sixty (60) days from receipt of written notice, fails to cure such default.

(b) In the case of NPS, if [R] violates the laws, regulations or other legal authority in any jurisdiction relating to the care, use, storage, or sub-loan of the NPS specimens and associated documentation in a way that NPS deems it reasonable judgment to constitute a public safety or health hazard.

(c) If [R] becomes insolvent, makes an assignment for the benefit of creditors, or becomes subject to a Bankruptcy Event. [R] must give NPS immediate notice (within five [5] days) of the filing of any petition in bankruptcy, filing any petition seeking relief of the same or different kind under any provision of the Bankruptcy Act, or making any assignment for the benefit of creditors. For purposes of the bankruptcy statutes, NPS considers this Agreement an executory contract exempt from inclusion in the assets of [R] pursuant to 11 USC 365.

(d) In case of the dissolution or cessation of operations by [R].

C. Notwithstanding the foregoing, the NPS may terminate this Agreement for the convenience of the Government, at any time, when it is determined to be in the best interest of the public to do so. [R] shall be notified in writing within five (5) working days following the termination.

D. Surviving any termination or expiration are:

1. Any cause of action or claim of [R] or NPS, accrued or to accrue, because of any breach or default by the other Party; and

2. Any provisions in this Agreement that by their nature are intended to survive. This shall specifically include Articles VII, VIII, IX, and Sections XI (D) and XII (B), (C).

## **XII. Required and Standard Clauses**

A. Non-Discrimination:

B. Anti-Deficiency Act:

C. Compliance with Applicable Law:

D. Advertising and Endorsements: [R] may use the terms “NPS,” “National Park Service,” and the NPS arrowhead logo to identify NPS specimens and associated records, on [R]’s website, in associated documentation, and on specimen labels. [R] shall not otherwise publicize or circulate promotional material (such as advertisements, sales brochures, or press releases) that states or implies NPS endorsement of a product, service, or position that [R] represents, unless approved in advance by NPS. No release of information relating to this Agreement may state or imply that the NPS approves of the work product of [R] to be superior to other products or services.

### **XIII. Assignment**

A. No transfer or assignment of this Agreement, or any part thereof or interest therein, directly or indirectly, voluntarily or involuntarily, shall be made unless such transfer or assignment is first approved in writing by all Parties.

### **XIV. Additional Terms**

A. This Agreement applies to all repository loans from any parks listed in Annex 1 to [R] for the covered collections. Specimens are on loan to [R] through a single repository loan per park that is subject to this umbrella repository agreement.

B. The term of all loans from NPS to [R] under this Agreement will be ten years, except that none shall extend beyond the termination date of this agreement. Individual park repository loans will be renewed every ten years unless either party has given three months written notice of intent to terminate that specific loan or this Agreement. All park repository loans issued under this agreement will immediately terminate if this agreement terminates.

C. The Agreement may be modified by written consent of all of the Parties to cover the need for any alterations that may arise subsequent to the Effective Date of this Agreement.

D. If any term or provision of this Agreement is held to be invalid or illegal, such term or provision shall not affect the validity or enforceability of the remaining terms and provisions.

E. No term or provision of this Agreement shall be waived and no breach excused unless such waiver or consent shall be in writing and signed by the Party claimed to have waived or consented. No waiver of a breach shall be deemed to be a waiver of a different or subsequent breach. Failure by either Party to enforce, or delay in exercising, or partial exercise of any covenants or rights or remedies under this Agreement shall not be deemed or construed as a waiver of such rights, nor shall waiver by either party in one or more instances be construed as constituting a continuing waiver or as a waiver in other or subsequent instances.

F. In the event that further lawful performance of this Agreement or any part hereof by either Party shall be rendered impossible by or as a consequence of any law, regulation, order, rule, direction, priority, seizure, allocation, requisition, or any other official action by any department, bureau, board, administration, or other instrumentality or agency of any government or political subdivision thereof having jurisdiction over such Party, such Party shall not be considered in default hereunder by reason of any failure to perform occasioned thereby.

G. Except as expressly stated herein, neither Party has the right or authority to assume or create any obligation, accept legal process, make commitments, incur any charges or otherwise bind or act on behalf of the other or limit the other in any manner whatsoever. Neither this Agreement nor any act hereunder shall be construed as constituting the foundation of a partnership, association, agency joint venture or any other entity.

H. The NPS and [R] acknowledge that failure to perform the obligations and agreements set out herein and/or failure amicably and quickly to resolve disputes may result in irreparable injury to either Party. Accordingly, the Parties agree to use their best efforts to settle all disputes between them, and, if and when that fails, the Parties agree to arbitrate any dispute in accordance with the rules of the American Arbitration Association as an alternative to litigation, which both Parties pledge their best efforts to avoid, with any arbitration proceeding being nonbinding unless otherwise agreed to in advance by the Parties. The Parties acknowledge and agree that arbitration is frequently expensive and time consuming, and thus, the Parties agree that in advance of any arbitration hereunder each shall use its mutual best efforts to negotiate a comprehensive set of procedures designed to ensure that such arbitration is conducted expeditiously and at the lowest possible cost.

I. Annexes. This Agreement includes Annexes 1 through [#], which are hereby incorporated by reference.

J. This Agreement constitutes and contains the entire Agreement of the Parties respecting its subject matter and supersedes any and all prior negotiations, correspondence, understandings, and agreements, whether written or oral, between the Parties respecting its subject matter.

**XV. Authorizing Signatures**

Agreed between the Parties:

\_\_\_\_\_  
National Park Service

\_\_\_\_\_  
[Repository]

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_

\_\_\_\_\_

NPS-[R] Agreement

Title

Title

\_\_\_\_\_

Date

\_\_\_\_\_

Date

Note: This draft has not yet received solicitor or contracting officer review.

**AGREEMENT**  
**between**  
**NATIONAL PARK SERVICE**  
**and**  
**[REPOSITORY]**  
**on**  
**Management of NPS Natural History Collections**  
**Annex 1: List of Parks Covered**

**AGREEMENT**  
**between**  
**NATIONAL PARK SERVICE**  
**and**  
**[REPOSITORY]**  
**on**  
**Management of NPS Natural History Collections**  
**Annex 2: Operational Procedures**

**A. General Management**

1. Both Parties agree that:

- a. Each will keep the other party informed, at all times, of its official contact person and appropriate e-mail addresses for each loan. Unless otherwise notified the official e-mail contact for each park will be the superintendent. Superintendent addresses take the following form using the park acronym [PARK\\_Superintendent@nps.gov](mailto:PARK_Superintendent@nps.gov). The name and address for each superintendent is on the NPS Web site searchable by park name at <http://data2.itc.nps.gov/npsdirectory/>.
- b. Both Parties agree that from time to time NPS may request and [R] may provide special services, such as posting collections on-line in the NPS Web Catalog at <http://www.museum.nps.gov>, making digital images, and providing non-routine conservation treatments. Funding for such services is to be negotiated and documented in an associated funding agreement, as needed.

2. [R] agrees to:

- a. Bear all costs of providing routine storage, maintenance and access, unless another agreement between [R] and NPS addresses these costs.
- b. Charge for access only in extraordinary circumstances, and report all access charges to the NPS Key Official by October 5 annually for previous fiscal year.
- c. Accommodate NPS needs, from time to time, to co-locate NPS personnel at [R] to facilitate study of NPS collections. The terms of such arrangements are to be determined in an agreement between NPS and [R] signed in advance and may include provisions for NPS personnel to provide cooperative assistance to [R].

3. NPS parks (units) agree to:

- a. Assign NPS personnel to work with [R] according to terms of specific provisions agreed between [R] and NPS when such arrangements would be mutually beneficial.
- b. Require any personnel co-located at [R] to abide by this Agreement and follow [R] procedures for handling collections.
- c. Provide funds to [R] for services rendered in accordance with any additional agreements, subject to appropriated funds.

## **B. Documentation, Information Management, and Accountability**

1. Both Parties agree that:
  - a. The collections will be at [R] as a repository loan(s) for the purpose of long-term storage and collection management, including for research and other scientific purposes.
  - b. Each park that has a repository loan to [R] will have a single loan with a single set of conditions. The park will amend the list of items on loan as it sends additional specimens to [R] and receives returned specimens. The park will amend the conditions as necessary. Individual termination of the associated park repository loans will be according to the conditions of each repository loan.
  - c. The standard NPS loan conditions will apply except as noted below:
    - i. [R] will have authority to approve destructive sampling of most specimens without prior approval by the park superintendent. Only NPS regional directors or Washington Office associate directors with museum collections responsibility can approve destructive sampling of rare or highly significant specimens, including holotypes, and consumptive use of specimens. Consumptive use is approved use that will expose the specimen to otherwise unacceptable wear, deterioration, destruction, or the possibility of breakage, loss, or theft. Approvals for such use are rare and given only when use of a reproduction is unsatisfactory. [R] may recommend that a park seek approval for destructive sampling of rare or highly significant specimens or consumptive use. Procedures for parks to use in seeking regional director approvals are in the Cultural Resource Management Guideline (NPS-28), Chapter 9, available at <http://www.nps.gov/refdesk/DOrders/index.htm>. *Note: For the purposes of this agreement, routine morphological dissections of holotypes, where the parts are retained, is not considered destructive sampling.*

- 1) [R] will have the authority to loan specimens and associated records to other qualified institutions or organizations for the purposes of exhibit, research, scientific or exhibit preparation, analysis, photography, conservation or other requested services, other than a repository loan. Such loans must meet NPS loan conditions and the standards of [R].
  - d. [R] and the NPS units will ensure transferability of electronic data between their respective museum collections data management systems.
2. [R] agrees to:
- a. Do one or both of the following:
    - 1) Maintain ANCS+ catalog records for the specimens and associated records on loan according to the NPS Museum Handbook and ANCS+ User Manual; update designated fields (ineligible fields, such as catalog number and object status, will be locked in ANCS+ databases that [R] manages); and annually submit a backup of the ANCS+ database to each park by July 31 each year.
    - 2) Maintain information on NPS collections in [R] databases, to maximize the accessibility of the specimens to researchers using [R] databases. Maintain a retrievable reference to each specimen that includes:
      - a) The NPS catalog number
      - b) The name of “National Park Service” and the name of the national park system unit where the specimen was collected
      - c) The identity of the location where the specimen was collected, by geographic locator and description
      - d) The scientific name of the specimen
      - e) Identification of the specimens as Federal property and the National Park Service as “owner”Record changes to all catalog records for park collections that [R] maintains in its database in an electronic format in lieu of ANCS+ records. Record changes so that data can be imported to appropriate fields in ANCS+. Submit (export) these changes electronically to each park by July 31 each year.
  - b. Return collections to parks if specimens and associated records are delivered by the park without accession and catalog numbers and/or specimens lack NPS labels, unless [R] agrees, in advance, to provide these services.

- c. Maintain any associated field records or copies in working proximity to the specimens.
- d. Recommend, to NPS, any park items that should be deaccessioned because they lack scientific, educational, historical, cultural, esthetic, or monetary value. Assist NPS (the park) in prompt completion of deaccession transactions once NPS (the park) has approved a deaccession.
- e. Report a loss to the lending park within 5 working days of determination of the loss. [R] will record the loss in the records that it maintains for the specimen.
- f. Note damage or deterioration on the catalog record that [R] maintains for each specimen or associated record.
- g. Report the following information annually to each park for the period of October 1 through September 30. Provide this report to each park (at [PARK\\_Superintendent@nps.gov](mailto:PARK_Superintendent@nps.gov)) on September 30.
  - 1) Any damage or deterioration that has occurred to specimens or associated records in the past year. The report should include photographs, as appropriate, and dates and other details of the occurrence. Organize the report by NPS catalog number, or if a catalog number is not assigned, by NPS accession number.
  - 2) The catalog numbers of all specimens loaned out in third-party loans, the loan recipient, and the duration of the loan.
  - 3) The catalog numbers of specimens and associated records that were on exhibit. Identify the exhibit title, location, and duration.
  - 4) Number of NPS research requests and number of non-NPS research requests.
  - 5) All annotations, including name of researcher, researcher's institution, date, and annotation notes, regardless of whether the annotation resulted in a change to the catalog record. Record this information in ANCS+ or in a format that readily can be imported into ANCS+.
- h. Annually inventory all holotype specimens and specimens of high value [specify dollar value] as identified on the NPS catalog record as controlled property; and either 1) verify, at a park's request, the presence and condition of specimens that appear on a park's random sample inventory, or 2) complete a random sample inventory based on a sample drawn from all cataloged NPS specimens and associated records at [R] that are subject to this agreement. Use the inventory procedures in ANCS+ for the NPS specimens, or equivalent random sample procedures. Equivalent procedures may be for only the NPS

specimens or for [R]'s entire collection, including the NPS specimens. If appropriate, use the ANCS+ procedures available to repositories managing multiple park collections. If, in any given inventory cycle, no NPS specimens appear in [R]'s random sample of its entire collection, [R] will randomly select and inventory 100 NPS specimens or 20 percent of the NPS specimens held, whichever sample includes fewer specimens. Certify completion of the annual inventory and report the summary findings on all missing and damaged specimens and other irregularities. Report this summary information for all specimens (NPS and non-NPS) covered by the subject inventories. If [R] uses ANCS+ to complete the inventory, submit the completed and signed inventory. Send to each park superintendent the certification and report, and, as applicable, completed and signed inventories generated by ANCS+, no later than July 31 each year.

3. NPS parks (units) agree to:

- a. Accession and catalog collections (specimens and associated records) into ANCS+ or its successor and apply NPS labels to specimens prior to delivery to [R], or reimburse [R] for one or more of these services at a rate negotiated prior to finalizing the park loan agreement, unless [R] agrees in the loan agreement to assume this responsibility at no cost to NPS.
- b. Destroy, or authorize [R] to destroy, any collections judged to have no scientific, educational, historical or monetary value. Follow NPS deaccession procedures if these items have been accessioned.
- c. Place collections on loan to [R]. Designate the purpose as a repository loan for "storage and collections management" and record the loan in ANCS+.
- d. Amend the list of objects/specimens in an existing loan record in ANCS+ when additional items are loaned to [R] under the same conditions. If the conditions change, add those changes to the conditions in the existing loan.
- e. Report and document a loss that occurs at [R] following NPS procedures in NPS Museum Handbook, Part II.
- f. Record any damage or deterioration in the ANCS+ record for the affected specimen or associated records.
- g. Ensure that loan, exhibit, and research request statistics reported by [R] are incorporated in each park's annual Collections Management Report.

- h. For items that appear on the park's annual inventory, note in the comments column any that are on loan to [R]. Rely on [R] to inventory these items according to the provisions of this agreement.
- i. By September 30 annually, replace catalog records with the revised ANCS+ records that [R] submits to the park or update ANCS+ catalog records with the changes that [R] submits.
- j. Review [R]'s annual inventory and certification submission to the park. Submit a copy of this inventory and certification with the annual inventory that the park submits for its other collections.
- k. Consider [R]'s recommendations for NPS to make repository loans of duplicates to a third party. Determine whether the proposed recipient institution is qualified and the loan is advantageous to NPS. If approved, document return of the duplicate to NPS by removing it from [R]'s loan, catalog the duplicate individually, and prepare a repository loan to the third party. Follow NPS loan procedures in NPS Museum Handbook, Part II, to document the loan. Include provisions in the loan requiring a Cooperative Research And Development Agreement (CRADA) if a potential commercial application is identified.

## **B. Preservation and Protection**

1. [R] agrees to:
  - a. Provide storage conditions that meet or exceed NPS standards in the NPS Checklist for Preservation and Protection of Museum Collections and keep NPS apprised of all standards that are not met by identifying them on the Checklist. (Storage conditions will have been generally met if approximately 95% of NPS standards are met.)
  - b. Provide conservation treatment to a level that meets or exceeds NPS standards in the NPS Museum Handbook, Part I, and [R]'s standards. Document the treatment on catalog records that [R] maintains for park specimens, including ANCS+ and other catalog records.

## **C. Access and Use**

1. Both Parties agree that:
  - a. Specimens covered by this agreement may be used for scientific, environmental conservation, or educational purposes only. Specimens will not be used for commercial or other revenue-generating purposes without the prospective user first having entered into a separate agreement (CRADA) with NPS.

- b. [R] will maintain the specimens and associated records so that the public will have access to them in accordance with NPS laws, policies and procedures. Data are subject to the Freedom of Information Act (FOIA) (5 USC 552), but protected information must be withheld from non-Federal entities, as appropriate, to comply with Section 207 of the National Parks Omnibus Management Act (16 USC 5937), the Federal Cave Resources Protection Act of 1988 (16 USC 4301-4309), or any other Federal statute requiring withholding under FOIA. (See NPS Museum Handbook, Part I, Chapter 2, Section H. Other Legal and Sensitive Issues.) In cases where [R] believes that making protected information available to a third party would be beneficial, [R] will provide NPS with its analysis regarding the benefits and detriments of having the protected information released to the public and will suggest to the third party that it petition the NPS for access to the information.

Absent specific instructions from the Superintendent, [R] will not place the following data on publicly accessible portions of [R]'s catalog records and specimen labels, or otherwise make these data publicly available:

- 1) Data noted as restricted on the NPS catalog record.
- 2) Collector's private address and private contact information
- 3) Monetary Valuation

Unless the NPS Director specifically determines and the park gives written notification to [R] that release is appropriate, [R] must withhold, from any form of release to non-Federal entities, information on the *nature* and *specific location* (including exact site of collecting) of

- 1) a national park system resource that is endangered, threatened, rare, or commercially valuable
- 2) a mineral with commercial value or a paleontological object or an object of cultural patrimony (for example, archeological and ethnographic objects and objects important to culturally associated groups) within the national park system.

Following consultation with and authorization by the park superintendent, [R] may release location information in a more generalized format such that its release will not reveal the specific location of the qualifying resource.

2. [R] agrees to:

- a. Provide NPS full access to park collections (specimens and associated records) and related information sources at any time during regular working hours, subject to use and handling restrictions in this agreement.

- b. Make specimens physically available, subject to use and handling restrictions identified in this agreement, in the NPS catalog record, in NPS policies, including the NPS Museum Handbook, and in [R]'s policies.
- c. Make information about specimens available from ANCS+ and [R]'s specimen database, if different, subject to [R]'s data access policy and restrictions in this agreement, in the NPS loan agreement, and on the catalog record.
- d. Allow destructive sampling that does not compromise the scientific value of the collection according to terms of a written valid research proposal; file the research proposal that [R] receives, accepts, and maintains in files associated with the specimen; record a description of the destructive sampling and the research results in the catalog record that [R] maintains for the specimen. (See D.1.b.1).
- e. Cite in submitted publications about park specimens, "National Park Service," park name, specimen name, and NPS catalog number. Publications include paper-based and electronic media (including the Web).
- f. Notify NPS if a user identifies a potential commercial application. Ensure that parties proposing to use specimens for commercial or other revenue-generating purposes have entered into a CRADA with NPS before so using the specimens. [R] will include a provision in loan, research and other agreements and permissions directing the user to contact NPS to develop a CRADA as needed. The wording to be included in such loans and agreements is as follows:
  - If you identify or intend to develop a potential commercial or revenue-generating application based on the covered National Park Service (NPS) specimens, you must immediately notify the contact for [R] and the NPS superintendent of the park from which the specimens originated. Contact information for park superintendents is searchable by park name on the Web at <http://data2.itc.nps.gov/npsdirectory/>. The superintendent will provide information on the NPS Cooperative Research And Development Agreement, which is required if you want to use park specimens for pursuit of commercial applications.
- g. Instruct researchers to follow generally accepted annotation procedures and to use the NPS annotation label, available from parks or ANCS+, when an annotation label is needed.
- h. Upon request of the lending park, return specifically identified specimens to the park for research or litigation purposes.

3. NPS parks (units) agree to:

- a. Document as a returned loan (by amending the list of objects that is part of the park's loan agreement) specimens that [R] returns at the park's request for research or litigation purposes. When the park use is concluded, return

the specimens to [R], amending the list of objects to again include these specimens in the repository loan to [R].