The National Park Service Special Collection

MATERIAL TRANSFER AGREEMENT

Agreement Concerning Distribution and Use of Cultures Requiring NPS Authorization

The following additional provisions apply to the distribution and use of cultures requiring authorization of the U.S. National Park Service (NPS) before distribution.

INSTRUCTIONS: Principal Investigator must complete items 1, 2, and 3 and both the Principal Investigator and the authorized representative of Investigator's Institution must sign where indicated. Fax the completed MTA to ATCC, Attn: Sales at 703-365-2750, or to your local distributor. You may contact the ATCC Sales Department at 800-638-6597, 703-365-2700, or status@atcc.org if you have any questions regarding the status of your order, or contact your local distributor. Please use a separate form for each material to be transferred.

1. Principal Investigator's Name: _____
2. Investigator's Institution: _____
3. Address: _____
4. Description of Material & ATCC and NPS Catalog Numbers _____

The American Type Culture Collection ("ATCC") is providing the Investigator's Institution ("Purchaser") with biological materials that require authorization from the U.S. National Park Service ("NPS") prior to distribution (referred to collectively as "MATERIAL"). You specifically acknowledge and agree to the following terms and conditions:

TERMS

"REPLICATE" means any biological or chemical material that represents a substantially unmodified copy of the MATERIAL such as, but not limited to, material produced by growth of cells or microorganisms or amplification of MATERIAL. "DERIVATIVE" means material created from the MATERIAL that is substantially modified to have new properties such as, but not limited to, recombinant DNA clones made using a vector purchased from ATCC.

USE OF MATERIAL

By accepting MATERIAL, Purchaser agrees to comply with all applicable terms and conditions of the NPS Scientific Research and Collecting Permit (available at the address below or by going to the following website: http://science.nature.nps.gov/research/docs/condition.doc) that govern the distribution and use of research specimens collected from U.S. national park units. Specifically, Purchaser:

(a) acknowledges and agrees that MATERIAL and REPLICATES are property of the United States Government.

(b) understands and agrees that all MATERIAL, REPLICATES, or DERIVATIVES (including any bioactive molecules or genetic materials obtained from MATERIAL, REPLICATES, or DERIVATIVES) and research results derived from the use of MATERIAL, REPLICATES, or DERIVATIVES may be used for scientific or educational purposes only, and may not be used for commercial or other revenue-generating purposes without the prior written authorization of NPS.

(c) understands and agrees that the destruction of MATERIAL or REPLICATES is not authorized without the prior written authorization of the NPS.

(d) understands and agrees that the sale or other unauthorized transfer of MATERIAL, REPLICATES, or DERIVATIVES to third parties is prohibited.

(e) agrees to provide to NPS a copy of any final reports, publications, and other findings resulting from use of MATERIAL, REPLICATES, or DERIVATIVES. In addition, Purchaser 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, REPLICATES, or DERIVATIVES.

(f) agrees to cite in any publication and patent application referencing MATERIAL, REPLICATES, or DERIVATIVES 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 ATCC® catalog number.

(g) to the extent allowable by law, Purchaser 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 ATCC, for any claim asserted by a third party related to Purchaser's possession, use, storage, or disposal of MATERIAL, REPLICATES, or DERIVATIVES.

BY SIGNING BELOW, THE DULY AUTHORIZED REPRESENTATIVE OF THE INSTITUTION ACKNOWLEDGES THAT HE/SHE HAS READ AND UNDERSTANDS THE NATIONAL PARK SERVICE MATERIAL TRANSFER AGREEMENT AND AGREES TO ITS TERMS AND CONDITIONS ON BEHALF OF THE INSTITUTION AS EVIDENCED BY HIS/HER SIGNATURE BELOW, AND THE INVESTIGATOR HAS READ AND UNDERSTANDS THE TERMS AND CONDITIONS OF THIS AGREEMENT AS EVIDENCED BY HIS/HER SIGNATURE BELOW.

FOR INSTITUTION:	PRINCIPAL INVESTIGATOR:
By: _____	By: _____
Printed Name: _____	Printed Name: _____
Title: _____	Title: _____
Date: _____	Date: _____