



# United States Department of the Interior

NATIONAL PARK SERVICE

1849 C Street, N.W.

Washington, D.C. 20240

## DIRECTOR'S ORDER #77-10: NPS BENEFITS SHARING

Approved: Jonathan S. Jarvis  
Director

Effective Date: 12/19/2013

**Duration:** This Order will remain in effect until amended or rescinded

This Director's Order supplements NPS *Management Policies 2006* and is augmented by procedures and information in the Benefits-Sharing Handbook. No previous procedural guidance on benefits sharing exists.

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References to parks and superintendents may be equally interpreted to mean centers/offices and managers, as applicable.

### 1.0 Background and Purpose

*Director's Order #77-10: NPS Benefits Sharing* addresses benefits sharing stemming from research results derived from NPS-permitted research, and the relationship between benefits sharing and technology transfer resulting from NPS activities. This Order clarifies *Management Policies 2006*, section 4.2.4.

### **1.1 What is NPS “benefits sharing?”**

All studies conducted in parks provide the NPS with some type of benefit. Benefits sharing occurs when the NPS receives monetary or other benefits from a discovery or invention with a commercial application resulting from research originating under an NPS Scientific Research and Collecting Permit, or other permit or authorization.

The overall basis for the NPS negotiating benefits sharing is the NPS role in preserving and providing access to the research site and the opportunity to collect specimens. In some cases, the NPS also provides research data, conclusions, or other assistance that informs and supports the research permittee’s, or other authorized researcher’s, efforts. Benefits sharing allows the U.S. Government to receive something of value when use of public resources leads to research results that are commercialized.

The commercial use or sale of collected specimens themselves is prohibited by 36 CFR 2.1 and NPS *Management Policies 2006*, section 4.2.4. Commercial use of research results is subject to an NPS agreement regarding benefits sharing. In an agreement the NPS may decide to receive or decline benefits. The terms of the research and collecting permit or other authorization include a provision that the other entity must enter into an agreement with the NPS prior to commercial use of research results and that the NPS may seek remedies if these terms are breached.

### **1.2 What is the purpose of benefits sharing and agreements to share or decline benefits?**

Benefits sharing contributes to preservation and management of park resources that are available for scientific study and public enjoyment. An agreement to share or decline benefits clarifies the rights and responsibilities of researchers and NPS managers when a researcher proposes to commercialize research results from permitted research in parks.

### **1.3 When does the NPS engage in benefits sharing?**

The NPS engages in benefits sharing when the potential monetary and/or non-monetary benefits that would accrue to the NPS would result in a net value to NPS resource management or to the general public.

## **2.0 Authority for this Director’s Order**

Authority for issuing this Director’s Order is found in 16 USC 1 through 4, and delegations of authority in Parts 245 and 207 (Chapter 8) of the Department of the Interior Manual. Additional key authorities are in the National Parks Omnibus Management Act of 1998 (16 USC 5935(d)) authorizing benefits sharing; the Federal Technology Transfer Act of 1986 (FTTA) and related legislation (15 USC 3710 *et seq.*) authorizing the establishment of federal laboratories, technology transfer, and retention of revenue; and Division A, Title I, section 101(d) of the Omnibus Consolidated Appropriations Act of 1997, section 203 of the National Parks Omnibus Management Act

of 1998, and section 818 of the Omnibus Parks and Public Lands Management Act of 1996 (16 USC 1g for park programs, 16 USC 5933 for cooperative study units, and 16 USC 1a-2(j) for park research, respectively) authorizing the NPS to receive and transfer money, property, services, or anything else of value with state, local, and tribal governments, other public entities, educational institutions, and private non-profit organizations to fulfill research, training, information dissemination, and other missions of the NPS.

This order is intended only to improve the internal management of the NPS and is not intended to, and does not, create any right or benefit, substantive or procedural, enforceable at law or equity by a party against the United States, its departments, agencies, instrumentalities or entities, its officers or employees, or any other person.

Also see *Director's Order #2: Agreements*, which provides guidance on developing and executing General Agreements and Cooperative Agreements that are described in this Order.

### **3.0 Definitions**

The following definitions are applicable to *Director's Order #77-10* and the *Benefits-Sharing Handbook*.

*Benefits sharing*—Occurs when the NPS receives monetary or other benefits from a discovery or invention with a commercial application resulting from research originating under an NPS Scientific Research and Collecting Permit, or other permit or authorization.

*Collected specimen*—The item collected by the permittee under the authority of an NPS Scientific Research and Collecting Permit, and portions thereof. Collected specimens are natural products. See also definitions for museum specimen, Material, and living collection, which originate from a collected specimen.

*Collected Specimen Transfer Agreement (CSTA)*—An agreement to provide custody of collected specimens to organizations and their researchers, other than researchers identified in the Scientific Research and Collecting Permit, for purposes of research when a determination has not yet been made on whether the specimens will be permanently retained and incorporated into an NPS museum or living collection.

*Commercial use*—Use of Material or modifications or other research results in a product, service, or process resulting in a product or service that is sold, leased, licensed, or otherwise transferred for value received. Also referred to as “commercial application” and “commercial purpose.” [Note: Collected specimens, including collected specimens that are permanently retained in museum and living collections, may not be used commercially.]

*Discovery*—New knowledge gained through search or study.

*Intellectual Property (IP)*—Creations of the mind for which a set of exclusive rights may be recognized by law. Intellectual property includes, but is not limited to, inventions, discoveries, copyright, patents, trademarks, trade secrets, certain forms of traditional knowledge, and other forms of comparable knowledge.

*Invention*—Used in a benefits-sharing context to mean any discovery, thing, method, material, process or idea that might be patentable or otherwise protected under 35 USC (Patents), 7 USC 2321 *et seq.* (Plant Variety Protection), and 18 USC 1905 (Trade Secrets).

*Living collection*—Biological material that is permanently retained *ex situ* for the purpose of generating and providing living or otherwise biologically active material for research, restoration, education or other purposes. Living collections are retained in an NPS or non-NPS repository, documented, and tracked. Items in a living collection may be collected specimens, or may originate directly from collected specimens, from Material, or from other biological material in the living collection.

*Loan agreement*—A contractual arrangement between a lender and a borrower of museum specimens or living collections, specifying the items lent and the terms, conditions, and responsibilities and liabilities of each party. The NPS uses outgoing loan agreements to track loans of cataloged museum specimens and living collections to other institutions, such as research laboratories or repositories.

*Material* (when capitalized)—Progeny and unmodified derivatives of collected specimens, museum specimens, living collections, and multiple generations thereof. Material does not include a) modifications or b) other substances created by a person through the use of Material that are not modifications, progeny, or unmodified derivatives. See also definition for modification.

*Material Transfer Agreement (MTA)*—An agreement that establishes the terms by which one party both provides Material to another party for research use and tracks disposition of the Material.

*Modification*—A human-created substance that contains or incorporates Material (progeny and/or unmodified derivatives).

*Museum specimen*—A collected specimen that is permanently retained in a park museum collection. A museum specimen is non-living.

*Natural products*—Naturally occurring items collected from a park. Collected specimens are natural products. Natural products from parks may not be sold or commercially used. Note: If the researcher slices, polishes, or otherwise prepares or removes a part of the collected specimen, the prepared specimen or component remains a “natural product.”

*Progeny*—Unmodified descendant from a collected specimen or Material, such as virus from virus, cell from cell, or organism from organism.

*Research results*—Material (including Material retained in a living collection), modifications, intellectual property, inventions, data, discoveries, and/or other knowledge, processes, products, or applications resulting from research activities of researchers or their institutions or companies. Note: “Research results” excludes collected specimens and museum specimens.

*Scientific Research and Collecting Permit*—NPS authorization to conduct scientific research and collecting in an NPS unit, often referred to as an NPS “research permit.” A Scientific Research and Collecting Permit is required for most scientific activities pertaining to natural resources or social science studies in National Park System areas that involve fieldwork, specimen collection, and/or have the potential to disturb resources, visitors, or park operations.

*Technology transfer*—The process by which technology or knowledge developed in one place is made available for use in another place. Federal technology transfer is the transfer of federally owned or federally originated technology to state and local governments and the private sector.

*Traditional knowledge*—Knowledge that reflects recognizable cultural patterns transmitted by a group across at least two successive generations. For example, knowledge of plants used for medicinal purposes by one’s cultural group.

*Unmodified derivative*—A human-created substance that is not a portion of the collected specimen and, instead, constitutes an unaltered copy of a functional subunit or of a product expressed by the collected specimen or Material. Some examples include: copies of cells of the collected specimen, purified or fractionated subsets of the Material, proteins expressed by DNA/RNA extracted from the collected specimen or Material.

#### **4.0 Fundamental Benefits-Sharing Principles**

All benefits-sharing actions must be consistent with the fundamental principles in the following four categories:

##### **4.1 *Natural Products and Research Results***

**4.1.1** The commercial use or sale of natural products, including specimens collected in parks under research permits, is prohibited by regulation (36 CFR 2.1); the commercial use or sale of paleontological specimens collected on federal lands is prohibited by law (16 USC 470aaa-5); the commercial use or sale of archeological resources collected on federal lands is prohibited by law (16 USC 470ee).

**4.1.2** Existing NPS law and policy do not prohibit or authorize commercial use of knowledge and research results derived from collected specimens.

**4.1.3** The NPS has a compensable interest in research results involving collected specimens, Material, and modifications.

## ***4.2 Obligations Regarding Commercial Use of Research Results***

**4.2.1** *Management Policies 2006*, section 4.2.4, in requiring "a supplemental written authorization" before using research results for commercial purposes, means that a party proposing a commercial use of research results must first enter into an agreement to share benefits with the NPS or an agreement in which the NPS declines to share benefits. In the agreement to share or decline benefits, which addresses only benefits-sharing considerations, the NPS will state whether or not it will expect the other party to provide benefits as a result of the commercial use. Park decisions on whether to share or decline benefits will be based on technical and economic reasons, not on an opinion as to whether the commercial activity should occur.

NPS permits and agreements, including CSTAs, MTAs, and loan agreements, will 1) include terms and conditions that establish the requirement for an agreement to share or decline benefits prior to commercialization of research results, and 2) state the remedies that the NPS may seek in the event the terms and conditions are not met. Whenever the NPS provides access to study NPS resources, including museum and living collections, a written access agreement signed by both parties must state these terms and conditions.

**4.2.2** The NPS issues Scientific Research and Collecting Permits for scientific and educational purposes only. Research permits are issued or permit applications denied without regard to whether the permit applicant is, was or might become a party to an agreement to share or decline benefits.

## ***4.3 Benefits-Sharing and Related Agreements***

**4.3.1** The NPS negotiates agreements to share or decline benefits on a case-by-case basis with each party to an agreement.

**4.3.2** The NPS enters into agreements to share or decline benefits with federal and non-federal entities. The NPS does not enter into such agreements with individuals.

**4.3.3** The NPS negotiates benefits with the other party when, based on best available information about the possible commercial use of the research, potential benefits would have some value to NPS resource management and to the general public.

**4.3.4** The NPS may receive monetary and non-monetary benefits under benefits-sharing agreements.

**4.3.5** NPS benefits sharing is consistent with the FTTA and parks designated as federal laboratories under the FTTA comply with FTTA requirements.

**4.3.6** The NPS makes agreements to share or decline benefits available to the public in their entirety, except for confidential information that is required by law to be protected. The NPS will comply with confidentiality laws and regulations regarding disclosure of royalty rate and other confidential information when one or more parties to an agreement identifies in writing confidential information satisfying one or more of the statutory

disclosure exemptions provided under the federal Freedom of Information Act, Trade Secrets Act, or other laws protecting confidential business information.

**4.3.7** The NPS confirms the development stage of a proposed commercialization, monitors development, and initiates development of an agreement to share or decline benefits before commercialization occurs.

**4.3.8** Agreements to share or decline benefits must not circumvent or supersede any NPS planning process, permitting authority, or other regulatory procedure or policy.

**4.3.9** Agreements to share or decline benefits must not authorize any research activities in parks or any activities that require an NPS permit, CSTA, MTA, or loan agreement.

**4.3.10** The following agreement types are federal actions that usually do not have the potential to impact the human environment. Therefore, the federal action of establishing an agreement will usually qualify for a categorical exclusion under the *Director's Order #12 Handbook for Environmental Impact Analysis*, section 3.3 as follows:

- Agreement to share or decline benefits (categorical exclusion 3.3C),
- CSTA, MTA, loan agreement (categorical exclusion 3.3Y).

If the criteria in section 3.5 of the Director's Order #12 Handbook apply, or if for any other reason the federal action to establish one of the above agreements may have an impact on the human environment, procedures described in the Director's Order #12 Handbook, section 3.2, should be followed.

Federal involvement in projects, activities, or programs proposed to be conducted in connection with a benefits-sharing agreement will receive separate, site-specific environmental review, as appropriate, in compliance with the National Environmental Policy Act of 1969 (NEPA) and other applicable laws.

Research, development and related activities undertaken by non-federal partners outside the park and without federal funding or involvement are not federal actions and are not subject to NPS approval or authorization.

**4.3.11** Parks, regions, and programs in the Washington office (WASO) with specialized benefits-sharing expertise will be available, as resources allow, to park superintendents and others upon request to provide technical assistance on benefits sharing.

**4.3.12** Parks may enter into an agreement with another agency or a contract with a non-federal entity to get consultation services to assist with agreement negotiations. The NPS must, however, have oversight for the negotiations, remain involved in the negotiations, make all decisions, and be the approving authority for the negotiated agreements.

**4.3.13** The NPS will seek review of every park agreement to share or decline benefits, every confidentiality agreement, any changes to the CSTA and MTA templates provided

in the *Benefits-Sharing Handbook*, and every letter addressing breaches, from the Department of the Interior, Office of the Solicitor.

**4.3.14** The NPS will issue and renew CSTAs, MTAs, loan agreements, and any other similar agreements or authorizations without regard to negotiation or existence of an agreement to share or decline benefits.

**4.3.15** Individuals with responsibility for preparing agreements to share or decline benefits and negotiating benefits must not have responsibility for coordinating research permits, CSTAs, MTAs, and loan agreements. To maintain this separation of duties, parks may seek outside assistance to fulfill the benefits-sharing responsibilities. See 4.3.11 and 4.3.12.

**4.3.16** The NPS will not require agreements to share or decline benefits for proposed commercial uses of research results when the NPS determines that the use is primarily educational in nature and would benefit the general public at large. Such educational uses are limited to reporting on research results in: scholarly journals, textbooks, commercial films, other media productions, field guides, photographic essays, museum exhibits and exhibit catalogs, and other museum publications connected with education, outreach and exhibit.

**4.3.17** NPS agreements require parties to notify the NPS of subject inventions that may be patentable or otherwise protectable prior to any disclosure to the public, within thirty (30) days of an invention disclosure to the person(s) responsible for patent matters in the inventing organization, and within thirty (30) days of filing in the United States or other country any type of application for a patent or other intellectual property claim for the subject inventions. Further, parties may elect not to file patent applications on such subject inventions provided that they so advise the NPS no less than thirty (30) days prior to any disclosure to the public and within ninety (90) days from the date of reporting the subject inventions.

**4.3.18** All agreements with foreign entities to share or decline benefits require consultation with the NPS Office of International Affairs to ensure consistency with foreign policy. For agreements with foreign governments, or foreign entities that may be connected to or controlled by foreign governments, the Office of International Affairs will confer with the Department of State and other federal agencies, as appropriate.

#### **4.4 *Using Benefits***

**4.4.1** To the extent authorized by applicable federal law, the NPS will apply all benefits that the NPS receives under a benefits-sharing agreement to the conservation of resources that the NPS protects and manages. Any benefits used for this purpose will supplement the conservation efforts funded by appropriations and other sources. In order to apply monetary benefits that the NPS receives under a benefits-sharing agreement to the conservation of resources, the NPS must cite a statutory authority, like the FTFA, that



authorizes the NPS to retain and expend those monies. The statutory authority must be cited in the benefits-sharing agreement. See authorities in section 2.0.

**4.4.2** The NPS will manage benefits-sharing activities to strengthen the scientific capacity of NPS scientists, including through collaboration with other governmental and non-governmental researchers.

## **5.0 Basic Benefits-Sharing Procedures**

This section provides basic benefits-sharing requirements and procedures. Additional details on requirements and procedures are in the *Benefits-Sharing Handbook*. The Handbook also provides templates for agreements, accounting for benefits, and reporting, as well as a glossary, a summary of relevant laws, and a list of training and information resources.

### ***5.1 With whom may the NPS enter into agreements to share or decline benefits?***

The NPS enters into agreements to share or decline benefits with the entities employing or sponsoring researchers who already have NPS authorization for scientific research through NPS Scientific Research and Collecting Permits, and with entities that have authorization to study collected specimens, museum specimens, and Material through

- CSTAs,
- NPS loan agreements,
- MTAs, and/or
- Other NPS research authorizations.

### ***5.2 What types of agreements are appropriate for parks to use and why?***

Parks select a specific type of agreement based on the legal authority to use the agreement, the nature of the other party, and the type of benefits (monetary/non-monetary), if any. Parks must follow guidance in the Handbook to establish and document agreements and establish payment mechanisms.

**5.2.1 Cooperative Research and Development Agreement (CRADA).** If the Director determines that the park is a federal laboratory as defined by the FTTA, the park may use a CRADA. Using a CRADA under the authority of the FTTA allows the non-federal party(ies) to provide monetary benefits that the NPS may retain and allows federal and/or non-federal party(ies) to provide non-monetary benefits.

**5.2.2 General Agreement.** When the other party(ies) are federal and/or non-federal entities and the other party(ies) will provide non-monetary benefits that the NPS will retain and/or non-federal party(ies) will provide monetary benefits that the NPS must deposit in the U.S. Treasury, the NPS may use a General Agreement. Federal entities may not provide monetary benefits to the NPS, but may grant interests in inventions

leading to monetary benefits from separate licensing. See Director's Order #20 for information on authorities for and further information on General Agreements.

**5.2.3 Cooperative Agreement.** When the other party(ies) are public or private educational institutions, or states or their political subdivisions, the other party(ies) will provide non-monetary or monetary benefits, the project has a public purpose above and beyond fulfilling an NPS mission, and the NPS has substantial involvement in the project, the NPS may use a Cooperative Agreement. See Director's Order #20 for guidance on Cooperative Agreements.

**5.2.4 Other Agreement Types.** See *Director's Order #20: Agreements*, for description of other agreements types that may apply to other benefits-sharing circumstances. Parks must consult with the WASO Benefits-Sharing Coordinator before using other agreement types.

**5.2.5 Agreement to Decline Benefits Sharing.** When, after careful consideration, the NPS decides to decline benefits sharing, the NPS must draft a letter of agreement, or other agreement, signed by all parties wherein the NPS declines to share in benefits and states any other terms and conditions that may apply. Parks may decline benefits sharing based on technical and/or economic reasons, not on an opinion as to whether the commercial activity should occur. If technical and economic reasons to decline benefit sharing do not apply, the Associate Director, Natural Resource Stewardship and Science (NRSS), in consultation with the Regional Director, may approve other reasons on a case-by-case basis.

### ***5.3 How does technology transfer relate to benefits sharing?***

NPS benefits sharing overlaps with technology transfer when the Director determines that an NPS unit is a federal laboratory, pursuant to the FTTA. Under the FTTA, federal laboratories are to promote technology transfer consistent with agency missions. The FTTA authorizes CRADAs, which provide the broadest authority for the NPS to accept and retain monetary benefits.

The NPS may, for example, become involved in technology transfer when it 1) enters into a CRADA to do collaborative research and development and then transfers the developed technology to a non-federal entity for further development and/or use, or 2) holds the rights to license or patent an invention and makes the invention available to the public through the marketplace.

### ***5.4 How does the NPS track benefits-sharing activities and account for benefits?***

The basic accountability requirements are as follows:

**5.4.1** The WASO Benefits-Sharing Coordinator maintains a Servicewide list of all agreements to share or decline benefits and copies of the agreements.

**5.4.2** NPS officials designated in benefits-sharing agreements account for monetary and non-monetary benefits received and maintain an administrative record on each agreement.

**5.4.3** Parks and WASO annually report on benefits-sharing activities and receipt and use of monetary and non-monetary benefits. (See section 7.0)

**5.4.4** Parks must use the benefits received for the preservation, protection, and management of park resources. Some of the benefits may also be used for NPS administrative costs associated with the benefits-sharing program. The funds may not be used to pay permanent employees.

**5.4.5** To expend monetary benefits, parks must:

**5.4.5.1** Maintain the funds in an account with a Functional Area designation of PROBSBSC4.XZ0000, or its successor.

**5.4.5.2** Obligate funds received under a CRADA within two fiscal years after the fiscal year of receipt as required by the FTTA. Funds unobligated after the deadline must be paid into the U.S. Treasury.

**5.4.5.3** Maintain current project statements and accomplishment reports for expenditure of the funds in the Project Management Information System (PMIS), or other project management system that the Associate Director, NRSS, designates (see section 7.2).

**5.4.5.4** Track benefits-sharing revenue and expenditures using the standard NPS accounting systems.

## ***5.5 What responsibilities do employees have related to benefits sharing?***

**5.5.1** NPS employees must follow guidance in 6.0 Ethics and Confidentiality.

**5.5.2** NPS employees who learn of a potential commercial application must notify the park benefits-sharing coordinator.

**5.5.3** NPS employees delegated responsibilities for benefits sharing or related functions, consistent with 7.0 Responsibilities, must follow this Order and corresponding guidance in the Handbook.

## **6.0 Ethics and Confidentiality**

Employees active in developing and managing agreements to share or decline benefits and both employees and former employees involved in research covered by an agreement, or negotiating agreements, licenses or assignments of inventions with federal agencies, or having any other knowledge of such activities are subject to ethics laws and

regulations and should consult their servicing ethics officer for guidance. The ethics officer may require the employee to complete an Annual Confidential Financial Disclosure Report (OGE Form 450). Every park must ensure that there are no conflicts of interest related to any agreement to share or decline benefits and that confidentiality provisions are upheld. See the Standards of Ethical Conduct for Employees of the Executive Branch (5 CFR 2635), DOI supplemental ethics regulations, and Executive Order 12674.

### ***6.1 How is each employee responsible for ethics?***

Each employee involved in benefits-sharing activities is personally responsible for ensuring that no personal conflicts of interest, or appearances of a conflict of interest, exist. NPS employees must consult the ethics officer if they propose to privately participate in commercial development and share in benefits.

### ***6.2 What precautions must the research permit coordinator, museum curator, living collections curator, benefits-sharing coordinator, and superintendent take?***

The park research permit coordinator, museum curator, and living collections curator must avoid involvement in discussions, negotiations, or any other activity associated with case-specific benefits-sharing arrangements. The research permit coordinator must avoid consideration of past and potential future receipt of benefits while processing an application for a Scientific Research and Collecting Permit, a CSTA or an MTA. The park museum curator must avoid considering the potential receipt of benefits while processing loans. The park living collections curator must avoid considering the potential receipt of benefits while processing MTAs and loans. The benefits-sharing coordinator must avoid involvement in discussions, negotiations, or any other activity associated with permits, CSTAs, MTAs, and loans for specific cases. The superintendent must not consider past or future benefits while making a decision to issue a permit or other authorization.

Agreements to share or decline benefits and any associated NEPA compliance for such agreements will be considered separately from issuance of the Scientific Research and Collecting Permit and other authorizations. This “firewall” between administration of permits and other authorizations and benefits-sharing activities is necessary to avoid any conflict of interest or appearance of conflict of interest.

### ***6.3 What precautions must other employees take?***

Individuals with responsibility for issuing and managing CSTAs, MTAs, and loan agreements and archeological and other permits must avoid consideration of benefits sharing when processing such agreements and permits and must not be involved in preparing and negotiating agreements to share or decline benefits.

#### **6.4 How is each employee responsible for maintaining confidentiality?**

Each employee is personally responsible for maintaining the confidentiality of information that has been so designated, including trade secrets, consistent with the Trade Secrets Act (18 USC 1905).

### **7.0 Responsibilities**

#### **7.1 NPS Director**

The NPS Director:

- Delegates the authority for benefits sharing and technology transfer to the Associate Director, NRSS, park superintendents and heads of NPS federal laboratories.
- Determines which NPS entities qualify as federal laboratories and when benefits-sharing revenue will be shared among parks designated federal laboratories.
- Makes available sufficient funding to support the technology-transfer function in the NPS and its laboratories, consistent with the FTTA (15 USC 3710(b)(2)).

#### **7.2 NPS Associate Director, Natural Resource Stewardship and Science (WASO)**

The Associate Director, NRSS:

- Oversees benefits sharing and technology transfer and appoints a WASO Benefits-Sharing Coordinator to administer these activities and provide technical assistance to parks.
- Prepares and maintains current requirements, procedures and information on benefits sharing and technology transfer in this Director's Order, the *Benefits-Sharing Handbook*, and related policies and procedures. Issues the *Benefits-Sharing Handbook*.
- Establishes and oversees Servicewide agreements to facilitate benefits sharing and technology transfer.
- Approves proposed negotiations and terms and concurs on final agreements to share or decline benefits.
- May approve reasons to decline benefits sharing that are neither technical nor economic, in consultation with the regional director.
- Establishes and oversees the Office of Research and Technology Applications (ORTA) to facilitate technology transfer, as required by the FTTA (15 USC 3710(b) and (c)), and assesses benefits-sharing revenues as needed for operations, consistent with the FTTA.
- Refers benefits-sharing actions to other WASO associate directors for review and concurrence, when applicable.

#### **7.3 Other WASO Associate Directors**

Other WASO associate directors are involved in benefits sharing and/or technology transfer when 1) an NPS laboratory or unit that reports to the associate director is

involved in benefits sharing and/or technology transfer; and/or 2) the *subject* of the research in a *park* benefits-sharing and/or technology-transfer action falls under their purview. The relevant associate director:

- Reviews and forwards a reporting unit's request for designation as a federal laboratory to the Director.
- Concurs on proposed terms and final agreements to share or decline benefits.
- Prepares and maintains current information on benefits sharing and technology transfer in policies and procedures under his/her purview.

#### **7.4 Regional Director**

The regional director:

- Reviews and forwards a park request for designation as a federal laboratory to the Director.
- Concurs on proposed terms and final agreements to share or decline benefits.
- Provides benefits-sharing technical assistance to parks, when available.

#### **7.5 Superintendent**

The superintendent:

- Approves and issues Scientific Research and Collecting Permits and other authorizations, including CSTAs, MTAs, and loan agreements. Avoids considering the potential receipt of benefits while making a decision to issue a permit or other authorization.
- Uses permits, CSTAs, MTAs, loan agreements, and cataloging to track collected specimens, museum specimens, living collection items, and Material. Authorizes patent deposits and monitors patent activity relevant to the park.
- Signs licenses for NPS-owned inventions.
- Oversees the park's benefits-sharing program, including appointment of a park benefits-sharing coordinator.
- Submits a park request for designation as a federal laboratory through the regional director for the Director's signature.
- Serves as the federal laboratory director in a park designated as a federal laboratory.
- Includes benefits sharing (and technology transfer if the park is a federal laboratory) in the job descriptions, promotion considerations, and performance evaluations for the employees specifically responsible for benefits sharing and technology transfer.
- Sends written notification of the park's intent to enter into benefits sharing to upper management (the regional director, the Associate Director, NRSS, other associate directors as appropriate), and the WASO Benefits-Sharing Coordinator.
- Forms the negotiating team and appoints advisors.
- Reviews proposed negotiations and terms and recommends them to upper management for concurrence and approval.

- Approves agreements to share or decline benefits and submits approved agreements to upper management for final concurrence.
- Approves confidentiality agreements.
- Implements an agreement to share or decline benefits and may delegate responsibility for administration of the agreement to the key official for administration or the agreements technical representative (ATR), as appropriate.
- Receives monetary and non-monetary benefits and approves projects to expend revenue from benefits-sharing agreements.
- Submits park benefits-sharing reports.
- Addresses breaches of benefits-sharing obligations in consultation with the WASO Benefits-Sharing Coordinator and DOI Office of the Solicitor. Details on requirements are in the *Benefits-Sharing Handbook*.
- Provides benefits-sharing expertise to other parks, when available.

## **8.0 Required Reports**

### ***8.1 What reports are required from all parks involved in benefits sharing?***

All benefits-sharing parks must provide, for the preceding fiscal year, a summary report of the benefits-sharing program. The report gives the status of agreements to share or decline benefits, patents, invention disclosures, and benefits received and used. Details on reporting requirements are in the Handbook.

### ***8.2 What additional reports are required from parks that are designated federal laboratories?***

Parks that are federal laboratories must provide, in addition to the report under 8.1, information on licenses and employee inventions in accordance with the FTTA. Details on reporting requirements are in the Handbook.

### ***8.3 What Servicewide reports must the NPS submit?***

The NPS prepares two Servicewide annual reports:

**8.3.1** The WASO Benefits-Sharing Coordinator compiles the information that parks provide into a report required by the FTTA (15 USC 3710(f)) to be submitted to the Office of Management and Budget through the DOI budget process. The report summarizes NPS benefits-sharing and technology-transfer activities for the fiscal year, outlines future plans, highlights selected case studies, and provides required non-confidential performance metrics.

**8.3.2** The WASO Benefits-Sharing Coordinator works with DOI or directly with National Institute of Standards and Technology (Department of Commerce) to submit information for the annual Federal Laboratory (Interagency) Technology Transfer Summary Report to the President and Congress.

--- End of Director's Order ---