

REPOSITORY AND CUSTODIANSHIP AGREEMENT
between
National Park Service – Interior Regions 8, 9, 10 & 12 of the Pacific West Region
and
California Academy of Sciences
for Management of National Park Service Natural History Collections

I. Introduction

This Custodianship Agreement (this “Agreement”), effective as of the date of the last approving signature (the “Effective Date”), is entered into by and between the **National Park Service** (the “NPS”) Interior Regions 8, 9, 10 & 12 of the Pacific West Region (“PWR”) (collectively, the “NPS”), and the **California Academy of Sciences**, a California non-profit public benefit corporation (the “Academy”), and identifies the Academy’s management responsibilities regarding National Park Service museum collections, while retaining for NPS ownership responsibilities for NPS Specimens and copies of associated records (e.g., field notes, databases, maps, photographs, permits, and other related materials) (collectively, the “Associated Records”). All past and future NPS Specimens and Associated Records that NPS offers and the Academy curates and accepts are covered by the terms of this Agreement, including collections made under 36 CFR 2.5.

The Academy’s management of deposited NPS Specimens will provide for their preservation, enhance their research value through ongoing study and identification, and make them readily accessible to researchers worldwide. Collections from National Parks will enhance the biological and geographical diversity represented in the Academy Research Collections, as defined herein.

The NPS museum collections contribute to science, resource management, and education in the parks, the nation, and the world. The collections of PWR Interior Regions 8, 9, 10 & 12 number more than 40 million items from over 60 units within the National Park System. The NPS collections are managed in National Park units, NPS centers, and non -NPS repositories. Scientific natural resource collecting activities are governed by the National Park Service Organic Act, Title 54 USC 100101, the National Parks Omnibus Management Act of 1998, Title 54 USC 100705, and the Management of Museum Properties, Title 54 USC 102501-102504.

The Academy’s Institute of Biodiversity Science and Sustainability (“IBSS”), acquires and preserves research collections in the scientific disciplines of Anthropology, Aquatic Biology, Botany, Entomology, Herpetology, Ichthyology, Invertebrate Zoology, Geology, Ornithology, Mammalogy, and Microbiology. The Academy Research Collections currently consist of over 45 million specimens and artifacts. The Academy also maintains a natural history library, archives, image collection, and frozen and living collections. The NPS and Academy acknowledge that this Agreement will not include Anthropology, Microbiology, or living collections.

Original scientific research, based upon the Academy Research Collections, is carried out by the Academy staff and by scholars and students working at the Academy and throughout the world. In addition to discovering and disseminating scientific knowledge, the Academy presents information to the public by means of exhibits, informal education outreach programs, internships, lectures, classes, field trips, planetarium shows, docent programs, and other appropriate means.

Teaching, undergraduate and graduate training, identification services for non-specialists, comparative DNA analysis, and similar activities are an ongoing part of the Academy Research Collections’ uses.

II. Objectives

- A. To provide increased value to the American public by expanding access to information about scientific specimens from units of the National Park System ("NPS units") and related projects and using the resulting information to inform science, NPS resource management practices and stewardship responsibilities, education, public interpretation programs, and benefits sharing, and to enhance the biological and geographical diversity represented in the Academy Research Collections; and
- B. To enable the Academy to assume full management responsibility for NPS Specimens deposited at the Academy under this Agreement by streamlining and defining allowances and procedures under that custodianship that comply with NPS standards and scientific best practices; and
- C. To enable NPS to retain ownership of the NPS Specimens and Associated Records deposited at the Academy to carry out NPS's legal and policy requirements for management of National Park and museum resources.

III. Definitions

- A. "Academy Research Collections" as used in this Agreement, refers to those research collections of specimens and artifacts acquired and preserved by the IBSS, in the scientific disciplines of Aquatic Biology, Botany, Entomology, Herpetology, Ichthyology, Invertebrate Zoology, Geology, Ornithology, and Mammalogy.
- B. "Associated Records" refers to any paper or digital records associated with an NPS Specimen, including but not limited to, field records, analytical results, catalog records, photographs, and reports and copies thereof.
- C. "Confidential Information" shall mean any information or material in tangible form that is marked as confidential or proprietary by the sending Party at the time it is delivered to the receiving Party, and information that is given orally if the sending 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.
- D. "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. Manipulation or dissection of non-Restricted NPS Specimens for accepted taxonomic and scientific practice will not be deemed to be consumptive or destructive sampling.
- E. "Destructive Analysis" is analysis that destroys all of a museum item. NPS Regional Directors

must approve Destructive Analysis for Restricted NPS Specimens.

- F. "Destructive Sampling" is analysis that destroys a small sample of a museum item. NPS Regional Directors must approve destructive sampling for Restricted NPS Specimens. Under the terms of this Agreement, NPS Superintendents authorize the Academy to make decisions on all other destructive sampling in accordance with its policy on "Destructive and Value-Added Sampling" as described in the Academy's current Collections Management Policy, found at <https://www.calacademy.org/scientists>. Such Policy may be updated from time to time by the Academy and shall be made available to the NPS upon request. Manipulation or dissection of non-Restricted NPS Specimens for accepted taxonomic and scientific practice will not be deemed to be consumptive or destructive sampling.
- G. "Living Collection(s)" is 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 or from other biological material in the Living Collection. Ex. Microbes, bacteria. (This Agreement excludes Living Collections. See also Section IV of this Agreement.)
- H. "NPS Catalog" shall mean the National Park Service National Catalog of Museum Objects as described in NPS Management Policies 2006 (5.1.3.1) and Director's Order #24 NPS Museum Collections Management (4.1.4) available at [http:// www.nps.gov/policy/](http://www.nps.gov/policy/).
- I. "NPS Permittees" shall mean researchers that collect NPS Specimens in NPS units pursuant to Scientific Research and Collecting Permits issued under 36 CFR 2 or those authorized directly by a NPS Superintendent. Research Permit and Reporting System (<https://irma.nps.gov/RPRS>).
- J. "NPS Specimens" refers to scientific specimens and their associated records collected by researchers on NPS lands and waters, including specimens collected after a NPS unit's enabling legislation, but prior to the establishment of the NPS Research Permit and Reporting System (RPRS).
- K. "Restricted Specimens" refers to species listed as Endangered or Threatened under the Endangered Species Act; species listed as Species of Special Concern by state or NPS; under the National Parks Omnibus Management Act of 1998, Title 54 USC 100705; holotypes; or any specimen specifically identified by the NPS in consultation with the Academy.
- L. "Specimen Data" refers to that data gathered at the time of collection and curation, specific to the specimen. Such Specimen Data will include, but not be limited to, date of collection, collector name(s), collection number, country, state, county where found, locality and GPS coordinates, habitat, and other identification data as applicable.
- M. "Transactions" refers to loans; publications; analytical reports; changes in condition, including consumptive use; exhibition; and other registrar-related information.
- N. "Web Catalog" shall mean the NPS catalog data posted at <http://www.museum.nps.gov/>.

IV. Scope

This Agreement covers NPS Specimens and copies of Associated Records that NPS has previously provided or will provide in the future to the Academy for management purposes, as of the Effective Date of this Agreement. NPS Specimens covered under this Agreement are limited to biological,

paleontological, and geological specimens collected from NPS units and permanently retained in NPS museum collections. This Agreement excludes collections of an archeological, anthropological or historical nature, but may be amended in the future to include such collections upon mutual agreement of the parties. This Agreement also excludes collected materials that may be deemed and defined as "Living Collection(s)." Should the NPS and the Academy wish to pursue collaboration on Living Collection(s), the parties will enter into a separate agreement, which outlines the required roles and responsibilities of each party.

Both the NPS and the Academy recognize that individual National Park units may have NPS Specimens currently deposited at the Academy under prior NPS deposit and/or loan agreements. The parties agree that those collections will be managed under the terms of this Agreement. This Agreement shall supersede all previous communications, representations, understandings, and agreements, either oral or written, between the parties with respect to said subject matter. In addition, the NPS will work, with the cooperation of the Academy, to identify and catalog any NPS Specimens at the Academy that were previously collected from a National Park unit without a deposit or loan agreement, and thereby include those specimens under the management and terms of this Agreement. The parties further agree that any specimens collected in a National Park unit, prior to the establishment of that unit, are not managed or included under the terms of this Agreement.

V. Legal Authorities

- A. NPS is authorized to enter into this Agreement pursuant to the authority contained in the National Park Service Organic Act, Title 54 USC 100101, the National Parks Omnibus Management Act of 1998, Title 54 USC 100705, and the Management of Museum Properties, Title 54 USC 102501-102504.
- B. The Academy is a California non-profit public benefit corporation, duly authorized to enter into this Agreement

VI. Roles and Responsibilities for Implementing the Agreement

- A. Academy Responsibilities. To promote the objectives of this Agreement, the Academy will:
 - 1. Acquisition
 - i. Where feasible, consult with NPS and NPS permittees and researchers early in the permitting and collecting processes to identify possible NPS collections for inclusion under the terms of this Agreement;
 - ii. Review NPS collections offered to the Academy to identify NPS Specimens suitable for inclusion under the terms of this Agreement,
 - iii. Provide NPS, NPS staff, and Permittees with the Academy Specimen Data standards for preparing, labeling, and data-basing NPS Specimens to facilitate incorporation of data into the applicable Academy Research Collections databases;
 - iv. Assume full management responsibility for deposited NPS Specimens, subject to the current collections management and research policies of the Academy;
 - v. Import specimen catalog data provided by NPS into the applicable Academy Research Collections database(s), to ensure that the NPS Specimens may be tracked and located;
 - vi. Provide NPS with Academy-specific Specimen Data that will be integrated into the NPS Catalog that should include any Academy identification numbers and general location;

- vii. Ensure that all NPS Specimens have catalog data in the NPS Catalog and NPS labels, as required by the current General Conditions for Scientific Research and Collecting Permit ([General Conditions for Scientific Research and Collecting Permit - Science \(U.S. National Park Service\)](#)): Each specimen (or groups of specimens labeled as a group) that is retained permanently must bear NPS labels and must be accessioned and cataloged in the NPS National Catalog. Unless exempted by additional park-specific stipulations, the permittee will complete the labels and catalog records and will provide accession information. It is the permittee's responsibility to contact the park for cataloging instructions and specimen labels as well as instructions on repository designation for the specimens.
- Notwithstanding the foregoing Section VI.A.1.vii., the parties mutually agree that NPS specimens existing in the Academy Research Collections prior to the Effective Date of this Agreement may not have NPS labels, and the Academy does not currently hold the capacity nor financial means to add NPS labels to these specimens. Should the Academy receive new NPS Specimens, it will work with the NPS to add NPS labels at the time of curation and cataloging.
2. Use
- Instruct researchers and users of NPS Specimens on-site at the Academy to refer to the Terms of Use as set forth in [Appendix 1](#) to this Agreement;
 - Lend NPS Specimens to third parties in accordance with the Academy's loan practices as outlined in the Academy's current [Collections Management Policy](#), , and the [NPS Museum Handbook loan requirements](#) which will be modified for NPS Specimens to include the Terms of Use as set forth in [Appendix 1](#) to this Agreement; NPS shall be a beneficiary of the Terms of Use. Third party loans of NPS Specimens will be limited to one (1) year with the possibility of the loan being renewed for no more than five (5) years total. In any case, a third-party loan shall not exceed the termination date of this Agreement.
 - Make NPS Specimens available to originating NPS units for National Park purposes such as exhibition and research.
 - Require that appropriate credit is given to NPS and the Academy when referencing NPS Specimens and associated records in print or digital publications.
3. Reporting
- Insofar as the Academy conducts cyclical inventories that include NPS Specimens, provide NPS with an electronic copy of inventory results. NPS understands and acknowledges that the Academy does not inventory some invertebrate collections that are small, numerous in quantity and species, and poorly known except for holotypes and other specimens of high scientific value;
 - Provide NPS representative with a cumulative annual electronic report of all NPS unit transactions (loans; publications; analytical reports; changes in condition, including consumptive use; exhibition; and other registrar related information) and new, updated catalog data involving NPS Specimens generated from existing applicable Academy Research Collections database information (the "Annual NPS Report"). The NPS representative and Academy Registrar will jointly develop a template with this information to facilitate import and export between NPS and Academy databases. The Annual NPS Report will include these transactions for the previous calendar year and

will be submitted annually by March 31st.

- iii. Respond to the consolidated NPS annual inventory request within ninety (90) days of receipt of such request.
- iv. Respond to public, Congressional or other third-party requests for information about NPS Specimens in accordance with applicable law and the Academy's [Privacy Policy](#). However, should such request originate with NPS or its Inspector General, and compliance would involve a significant commitment of the Academy's time and resources, NPS agrees to accept responsibility to comply with such request and provide necessary non-financial support to the Academy.

4. Tracking

- i. Use agreed upon deposit/receipt ticket ([Appendix 2](#) herein), to track movement of NPS Specimens for the Academy's consideration under the terms of this Agreement and between the parties. For NPS Specimens, the terms of this Agreement shall be cited in lieu of signatures on loan documents.

B. NPS Responsibilities. To promote the objectives of this Agreement, NPS will:

1. Acquisition

- i. Where feasible, consult with the Academy and NPS permittees and NPS researchers early in the permitting and collecting processes to identify possible NPS Specimens for inclusion under the terms of this Agreement;
- ii. Where the Academy has agreed to assume management responsibility for NPS Specimens, advise NPS permit applicants and NPS staff to identify the Academy as the repository in applications and collecting permits or National Park employee study plans (pursuant to Appendix A of the NPS Scientific Research and Collecting Permit, incorporated herein by reference, see [Obtain Appendix A Signature - Science \(U.S. National Park Service\)](#)); Note: applicants may cite this Agreement on Appendix A in lieu of obtaining a repository official's signature.
- iii. To the extent feasible, offer the Academy the opportunity to review NPS Specimens proposed for inclusion under the terms of this Agreement in advance to enable the Academy to make informed decisions about whether to accept all, some, or none of the NPS Specimens offered;
- iv. Provide the Academy with reasonable advance notification if any NPS Specimens from an identified NPS accession must be maintained together within the Academy's Research Collections, so that the Academy can comply with such condition;
- v. Direct NPS Permittees to prepare, label and catalog the NPS Specimens according to NPS policy and procedures prior to deposit at the Academy; export catalog data digitally formatted to the Academy data specifications for incorporation into the applicable Academy Research Collections databases;
- vi. Include copies of required permits prior to collecting, including NPS and other permits in the Associated Records for all NPS Specimens.

2. Use and Reporting

- i. Require that credit is given to NPS and the Academy when referencing NPS Specimens

or their Associated Records in print or digital publications.

- ii. Accept responsibility, as may be needed, to comply with NPS record-keeping or reporting requirements imposed by law, court order, Inspector General, Congress, or other mandate that exceed the Academy's responsibilities identified in this Agreement, and provide necessary non-financial support to the Academy to accomplish any such requirements.
- iii. For NPS Annual Inventory (AI) Report requirements, the NPS Representative will make best attempts to consolidate all participating NPS Park units' AI items and submit them to the Academy's Research Collections Registrar by mid-April of the calendar year. The Academy will have ninety (90) days to respond with confirmation or corrections to the NPS Specimens' data.

3. Tracking

- i. Under the terms of this Agreement, an NPS Outgoing Loan Agreement will be initiated between the NPS Park unit and the Academy when depositing NPS Specimens from that NPS unit to the Academy. The NPS unit will record the applicable Outgoing Loan Agreement in the NPS Catalog with an NPS Loan Number for tracking and documentation purposes.
- ii. Use agreed upon deposit/receipt ticket ([Appendix 2](#) herein), to track movement of NPS Specimens for the Academy's consideration under the terms of this Agreement and between the parties. For NPS Specimens, this Agreement shall be cited in lieu of signatures on loan documents.

VII. Term and Termination of Agreement

This Agreement and the Academy's management responsibilities shall remain in effect for 10 years from execution (the "Term"), or upon renegotiation and renewal (each, an "Extended Term"), of this Agreement. This Agreement may be terminated however, under the following circumstances:

- A. The Academy will return NPS Specimens if required by law or court order and NPS has documented such requirement to the Academy; or
- B. NPS may request the return of NPS Specimens for National Park management purposes or other good cause shown, subject to mutual agreement in writing between the parties;
- C. NPS may seek the return of NPS Specimens under circumstances that present an imminent and serious threat to NPS Specimens, provided that NPS has documented such circumstances and that any such return shall be subject to a mutual agreement in writing between the parties;
- D. If the parties are unable to reach a mutual agreement regarding return of NPS Specimens to NPS under Clauses VII B or C herein, the parties agree to select a mutually agreed upon neutral third-party arbitrator to assist in resolving the dispute. Notwithstanding the foregoing, because NPS Specimens are designated federal property, the NPS shall have the authority in its sole discretion regarding all final decisions pertaining to the return of NPS Specimens;
- E. Non-material breaches of the administrative and reporting obligations set forth in this Agreement shall not be grounds for termination of this Agreement.
- F. Should NPS only require a portion of NPS Specimens to be returned to NPS under the above conditions, this Agreement shall remain in full force and effect regarding the remaining NPS

Collections maintained in the Academy's Research Collections.

VIII. Intellectual Property

- A. Rights in Intellectual Property: Except as set forth herein, all intellectual property resulting from use of NPS Specimens shall be owned in accordance with applicable intellectual property laws, unless modified by contract. Each party reserves the right to pursue any future action or lawsuit to enforce such rights as it may have in NPS Specimens or intellectual property arising from use of NPS Specimens. Nothing in this Agreement shall be construed to affect either party's right, title and interest in trademarks registered to or owned by either party.
- B. Trademarks, Advertising, and Endorsements: The Academy may use the terms "NPS," "National Park Service," and the NPS arrowhead logo to identify the NPS Specimens and associated documentation on the Academy's website, and in brochures and publications. Neither party may use the other party's name, logo, or trademarks for any purpose without the other party's prior review of an example of the proposed use and written permission.

IX. Specimen Consumption and Destruction

Consistent with its custodial responsibilities, the Academy may use, and authorize third parties to use NPS Specimens for consumptive and destructive sampling and analysis consistent with the Academy's policies, except as follows:

- A. Manipulation or dissection of non-Restricted NPS Specimens for accepted taxonomic and scientific practice will not be deemed to be consumptive, or destructive sampling, subject to this Clause IX A.
- B. When a proposed use of the non-Restricted NPS Specimens would result in complete destruction of an NPS Specimen, with no part or residuum remaining (including DNA), the Academy agrees to consult with NPS as set forth in Clause IX D below.
- C. For partial consumption or destruction of Restricted NPS Specimens the Academy must obtain NPS's concurrence (see Clause IX D below); such concurrence only to be withheld for compelling reasons. In the unusual circumstance that a non-Restricted NPS Specimen later becomes a Restricted Specimen, NPS will notify the Academy to modify the records accordingly, and such Restricted Specimen shall become subject to the terms of this Clause IX.
- D. The Academy may submit a request to the NPS Representative for use of a Restricted NPS Specimen. NPS agrees to respond to any Academy request regarding the above uses within thirty (30) days of the request, but may request an additional thirty (30) days for complex requests. Absent any response from NPS after 30 days (or after 60 days if extended), the Academy may proceed.

X. Deaccession and Return

The Academy may deaccession NPS Specimens in accordance with the Academy's [Collection Management Policy](#), provided that the Academy notifies NPS of its intention with reasonable advance written notice. NPS will make the final decision regarding disposition of NPS Specimens and notify the Academy within sixty (60) days of the Academy's notification. The Academy may either return the deaccessioned NPS Specimens to NPS, or recommend that NPS loan the items to a third-party. Delivery of the NPS Specimens to the designated recipient shall be at the Academy's expense within 30 days of the NPS approved final decision. In making decisions to deaccession NPS Specimens, the Academy will make a good faith effort to keep NPS Specimens with a common NPS

accession number together unless specifically exempted by the appropriate park Superintendent; however, NPS agrees and understands that it may be impractical and infeasible for NPS Specimens with a common accession number always to remain together.

XI. Confidentiality

- A. The parties agree not to disclose confidential information of the other party as defined herein. Unless otherwise required by law or policy with respect to NPS Specimens, confidential information shall include, but not be limited to, information concerning the nature and specific location or locality of mineral or paleontological resources; endangered, threatened, rare (in general, species that are uncommon, either in terms of abundance, geographical distribution, or habitat specificity, often facing higher extinction risks and potentially playing unique roles in ecosystem functioning), or commercially valuable resources (in general, any technology, process or product with potential and/or real commercial value), or other Restricted NPS Specimens; proprietary business information including the valuations; data noted as restricted on NPS labels or catalog records; or personal information about collectors, users and researchers. Each party will use good faith efforts to identify confidential information when providing it to the other party. Except as required under court order or the Freedom of Information Act (5 U.S.C. 552), the Academy must withhold Confidential Information from any form of release to non-NPS entities. Confidential Information shall not be disclosed, copied, reproduced or otherwise made available to any non-NPS person or entity without the consent of NPS.
- B. The Academy is not covered by the Freedom of Information Act (FOIA) (5 U.S.C. 552), but it provides equivalent access to its Research Collection information according to the terms in the Academy's [Collection Management Policy](#). NPS records associated with the NPS Specimens are covered by FOIA. New records, research and other documentation that the Academy generates after receipt of NPS Specimens are subject to the Academy's Collection Management Policy. The Academy will handle all requests for access to the Academy's records, and copies of the Academy's records, maintained by the Academy and associated with the NPS Specimens in accordance with the Academy's Collection Management Policy. However, the Academy agrees to provide NPS with a copy of records disclosure requests and responses pertaining to NPS Specimens. NPS will process all FOIA requests for NPS Associated Records, and agrees to provide the Academy with a copy of the FOIA request and responses pertaining to the NPS Specimens. Each party will refer requests to the appropriate party, and the parties agree to cooperate in good faith to resolve any conflicts between FOIA and the Academy's Collection Management Policy.

XII. Warranty, Liability and Indemnification

- A. Each party accepts full responsibility for any property damage, injury, or death caused by the acts or omissions of its respective employees, acting within the scope of their employment, or its contractors' scope of work, to the fullest extent of the law.
- B. No indemnification by either party to the other for any loss, claim, damage, or liability is intended or provided under the terms of this Agreement.
- C. Any NPS Specimens, copies of Associated Records, or confidential information conveyed under this Agreement, shall be provided AS IS. Furthermore, the parties make no representations as to the NPS Specimens, copies of Associated Records, or Confidential Information, which 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 NPS Specimens, copies of Associated Records, or confidential information will not infringe any patent or other proprietary right.

XIII. Authorized Representatives

For purposes of this Agreement, each party shall designate an individual to serve as its authorized representative for purposes of carrying out the day-to-day obligations of this Agreement, and shall notify the other party in writing of such authorized representative or change in authorized representative and their contact information. The authorized representative may delegate to others responsibility for carrying out specific terms of this Agreement. Authorized representatives designated by the parties will coordinate the resolution of any issues arising from the implementation of the terms of this Agreement. For purposes of this Agreement, the NPS Representative shall serve as the contact for the individual NPS units, and shall disseminate communication from the Academy to the NPS unit representatives as needed. This information will be available on the NPS website: [Researcher Resources for Specimen Collections - Science \(U.S. National Park Service\)](#)

XIV. Compliance with Law

- A. Non-Discrimination: The parties shall not discriminate in the selection of employees or participants for any employment, or other activities undertaken pursuant to the terms of this Agreement on the grounds of race, creed, color, sex, age, disability, or national origin, and shall observe all of the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000(d) et seq.).
- B. Anti-Deficiency Act: Pursuant to the Anti-Deficiency Act, 31 U.S.C. § 1341(a)(1), nothing contained in this Agreement shall be construed as binding the United States to expend any sum in excess of appropriations made by Congress for the purposes of this Agreement, or as involving the United States in any contract or other obligation for the further expenditure of money in excess of such appropriations.
- C. Compliance with Applicable Law: The parties shall comply with all applicable laws and regulations in the execution of the terms of this Agreement.

XV. Additional Terms

- A. This Agreement may not be transferred, assigned or amended except by written consent of both parties.
- B. If any term of this Agreement is held to be invalid or illegal, such term shall not affect the validity or enforceability of the remaining terms, and the parties shall not be considered in default for failure to comply with such term.
- C. 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.
- D. 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.

- E. The parties agree to meet as needed to review implementation of this Agreement.
- F. Any disputes between the parties shall be resolved promptly and in good faith by their authorized representatives. If the authorized representatives are unable to resolve such disputes, the matter may be referred to the Academy's Legal Department and the NPS Director for resolution.
- G. This Agreement, including any addendums and exhibits, constitutes the entire agreement between the parties, and supersedes all written and oral communications and agreements between the parties.
- H. The person signing below on behalf of each party warrants and represents that such person has the authority to execute this Agreement and to bind the respective party to the terms and conditions set forth herein.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives, effective as of the last date written below.

National Park Service

RANDOLPH
By: **LAVASSEUR**
Name: _____
Title: Regional Director
Date: _____

Digitally signed by RANDOLPH
LAVASSEUR
Date: 2026.04.16 09:59:19 -0700

California Academy of Sciences

Signed by:
Mathew Lau
By: _____
Name: Mathew Lau
Title: Chief Financial Officer
Date: 4/16/2026

APPENDIX 1

Terms of Use

1. Educational, and scientific uses as set forth in part under Clause IX herein, of NPS Specimens are allowed, except in regard to any use that involves commercializing any NPS Specimen research results, such as useful discoveries and inventions, which shall require prior consultation with the Academy and NPS. NPS requires researchers to enter into a benefits-sharing agreement for the commercialization of any research results. The Academy may require similar arrangements in its sole discretion.
2. Research based on NPS Specimens generally should be made publicly accessible.
3. Users of NPS Specimens must acknowledge or credit the NPS and the Academy when referencing NPS Specimens, Associated Records, or their Specimen Data, in exhibits or publications, including but not limited to print and digital formats.
4. A copy of print publications or a link to digital publications shall be provided to NPS and the Academy.

Failure to comply with the above requirements regarding benefits-sharing may render the user liable to NPS for payment of 20% of any gross revenue from sales and may result in NPS's imposition of additional penalties and remedies, including injunctive relief consistent with the General Conditions for Scientific Research and Collecting Permit: Any specimens collected under this permit, any components of any specimens (including but not limited to natural organisms, enzymes or other bioactive molecules, genetic materials, or seeds), and research results derived from collected specimens are to be used for scientific or educational purposes only, and may not be used for commercial or other revenue-generating purposes unless the permittee has entered into a Cooperative Research And Development Agreement (CRADA) or other approved benefit-sharing agreement with the NPS. The sale of collected research specimens or other unauthorized transfers to third parties is prohibited. Furthermore, if the permittee sells or otherwise transfers collected specimens, any components thereof, or any products or research results developed from such specimens or their components without a CRADA or other approved benefit-sharing agreement with NPS, permittee will pay the NPS a royalty rate of twenty percent (20%) of gross revenue from such sales or other revenues. In addition to such royalty, the NPS may seek other damages to which the NPS may be entitled including but not limited to injunctive relief against the permittee.

5. NPS is a beneficiary of these Terms of Use.

APPENDIX 2
CALIFORNIA ACADEMY OF SCIENCES
Deposit Receipt

Department: _____

55 Music Concourse Drive
Golden Gate Park
San Francisco, CA 94118-4503

California Academy of Sciences

(CAS) tracking number: _____

NPS Park: _____

NPS Unit Loan ID _____

NPS Contact: _____

Address: _____

Minimum information required by all Academy departments:

1. Number of specimen lots for reposit: _____
2. Taxonomic group(s): _____
3. General locality of collection: _____
4. Collector(s)/permit holder name(s): _____
5. Federal collecting permit number(s): _____
6. State collecting permit number: _____
7. Any special conservation status or geographic confidentiality requests: _____
8. NPS catalog/accession numbers: _____
9. All collection data to be submitted at the time of reposit (date, locality, GPS coordinates, depth, altitude, substrata, etc.)

NPS, as legal owner of the above listed property, agrees to deposit this material for custodianship by the California Academy of Sciences under the terms stated in the NPS/Academy Custodianship Agreement dated _____. The NPS and Academy agree to abide by the terms of the Custodianship Agreement. The Academy shall require all applicable collecting permits (Federal and State) to be submitted by the collector at the time of deposit.

NPS signature: _____

Name and Title: _____

Date: _____

Academy signature: _____

Name and Title: _____

Date: _____

APPENDIX 3

NPS units in Regions 8, 9, 10 & 12 (legacy Pacific West Region)

Appendix 3 will be updated as individual NPS units initiate a loan with the Academy. The loan allows for tracking in the NPS databases and that number will be applied to each deposit ticket as collections are transferred to the Academy

Park Acronym	National Park unit	State	Park Collection POC	Date Entered into Agreement	NPS Loan ID
ALKA	Ala Kahakai National Historic Trail	Hawai'i			
AMME	American Memorial Park Memorial	Saipan			
BIHO	Big Hole National Battlefield	Montana			
CABR	Cabrillo National Monument	California			
CAMO	Castle Mountain National Monument	California			
CECH	Cesar E. Chavez National Monument	California			
CHIS	Channel Islands National Park	California			
CIOF	City of Rocks National Reserve	Idaho			
CRLA	Crater Lake National Park	Oregon			
CROF	Craters of the Moon National Monument	Idaho			
DEVA	Death Valley National Park	California / Nevada			
DEPO	Devils Postpile National Monument and Preserve	California			
EBLA	Ebey's Landing National Reserve	Washington			
EUON	Eugene O'Neill National Historic Site	California			
FOPO	Fort Point National Historic Site	California	See GOGA (Golden Gate National Recreation Area)		
FOVA	Fort Vancouver National Historic Site	Washington			
GOGA	Golden Gate National Recreation Area	California	Amanda Williford, Supervisory Curator Amanda_Williford@nps.gov 415-561-2808	9/30/2025	OL.GOGA.2025.02

Park Acronym	National Park unit	State	Park Collection POC	Date Entered into Agreement	NPS Loan ID
GRBA	Great Basin National Park	Nevada			
HAFO	Hagerman Fossil Beds National Monument	Idaho			
HALE	Haleakala National Park	Hawai'i			
HAVO	Hawaii-Volcanoes National Park	Hawai'i			
HONO	Honouliuli National Historic Site	Hawai'i			
JODA	John Day Fossil Beds National Monument	Oregon			
JOMU	John Muir National Historic Site	California			
JOTR	Joshua Tree National Park	California			
JUBA	Juan Bautista de Anza National Trail	California			
KALA	Kalaupapa National Historical Park	Hawai'i			
KAHO	Kaloko-Honokohau National Historical Park	Hawai'i			
KLSE	Klondike Gold Rush - Seattle National Historical Park	Washington			
LAKE	Lake Mead National Recreation Area	Nevada			
LARO	Lake Roosevelt National Recreation Area	Washington			
LAVO	Lassen Volcanic National Park	California			
LABE	Lava Beds National Monument	California			
LEWI	Lewis and Clark National Historical Park	Washington			
MANZ	Manzanar National Historic Site	California			
MIIN	Minidoka Internment National Historic Site	Idaho			
MOJA	Mojave National Preserve	California			
MORA	Mount Rainier National Park	Washington			

Park Acronym	National Park unit	State	Park Collection POC	Date Entered into Agreement	NPS Loan ID
MUWO	Muir Woods National Monument	California	See GOGA (Golden Gate National Recreation Area)		
NPSA	National Park of American Samoa National Park	American Samoa			
NEPE	Nez Perce National Historical Park	Idaho			
NOCA	North Cascades National Park	Washington			
OLYM	Olympic National Park	Washington			
ORCA	Oregon Caves National Monument	Oregon			
PARA	Parashant-Grand Canyon National Monument	Nevada / Arizona			
PERL	Pearl Harbor National Memorial	Hawai'i			
PINN	Pinnacles National Park	California			
PORE	Point Reyes National Seashore	California			
POCH	Port Chicago Naval Magazine National Memorial	California			
PUHE	Pu'ukohola Heiau National Historic Site	Hawai'i			
PUHO	Pu'uohonua O Honaunau National Historical Park	Hawai'i			
REDW	Redwood National and State Parks	California			
RORI	Rosie the Riveter National Historical Park	California			
SAFR	San Francisco Maritime National Historical Park	California			
SAJH	San Juan Island National Historical Park	Washington			
SAMO	Santa Monica Mountains National Recreation Area	California			
SEKI	Sequoia & Kings Canyon National Park	California			
TULE	Tule Lake National Monument	California			
TUSK	Tule Springs National Monument	Nevada			

Park Acronym	National Park unit	State	Park Collection POC	Date Entered into Agreement	NPS Loan ID
WAPA	War in the Pacific National Historical Park	Guam			
WHIS	Whiskeytown National Recreation Area	California			
WHMI	Whitman Mission National Historic Site	Washington			
YOSE	Yosemite National Park	California			

APPENDIX 4
California Academy of Sciences
Institute for Biodiversity Science and Sustainability Departments
Basic Contact Information for Disciplines Covered by this Agreement

California Academy of Sciences
Institute for Biodiversity Science & Sustainability
55 Music Concourse Drive
San Francisco, CA 94118

Research Collections Registrar researchregistrar@calacademy.org

Botany
botany@calacademy.org

Entomology
entomology@calacademy.org

Herpetology
herpetology@calacademy.org

Ichthyology
ichthyology@calacademy.org

Invertebrate Zoology & Geology
izg@calacademy.org

Ornithology & Mammalogy
mammals@calacademy.org