

SECOND AMENDMENT TO NATIONAL PARK SERVICE–AMERICAN MUSEUM OF NATURAL HISTORY AGREEMENT

THIS SECOND AMENDMENT (the “**Amendment**”), effective as of July 1, 2019 (“**Effective Date**”), is by and between the **American Museum of Natural History**, a not-for-profit organization located at Central Park West at 79th Street New York, NY 10024 (“AMNH”), and the United States of America, United States Department of the Interior, National Park Service (“NPS”).

RECITALS

WHEREAS, the parties entered into an agreement effective July 7, 2009 (“**Original Agreement**”), under which the Ambrose Monell Collection for Molecular and Microbial Research also known as the Ambrose Monell Cryo Collection (“AMCC”) at the AMNH was granted the right to act as a repository for NPS tissue samples of organisms listed under the Endangered Species Act (ESA) and thereby establish a collection of NPS Specimens designated as the National Park Service Special Collection (the “Collection”) and lend NPS Specimens to the scientific community under terms and conditions as defined in the Original Agreement; and

WHEREAS, pursuant to Section VII.A of the Original Agreement, the Parties desire to renew and update the language of the Original Agreement;

NOW, THEREFORE, in consideration of the foregoing and the mutual promises made herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree to amend the Original Agreement as follows:

1. The terms in the Original Agreement shall have the same meanings in this Amendment.
2. The first paragraph is hereby amended to read:

This Agreement (the “Agreement”), effective July 7, 2009 ("Effective Date"), and expiring June 30, 2024, is made and entered into between the American Museum of Natural History, a not-for-profit organization located at Central Park West at 79th Street New York, NY 10024 (“AMNH”), and the United States of America, United States Department of the Interior, National Park Service (“NPS”).
3. Section I, paragraph 1 is amended to read as follows:

The purpose of this Agreement is to allow the Ambrose Monell Collection for Molecular and Microbial Research also known as the Ambrose Monell Cryo Collection (“AMCC”) at the AMNH to act as a repository for NPS tissue

samples of organisms listed under the Endangered Species Act (ESA) and thereby establish a collection of NPS Specimens designated as the National Park Service Special Collection (the “Collection”). NPS Specimens are collected in NPS units pursuant to permits issued under 36 CFR 2.5 and subject to NPS General Permit Conditions. NPS Specimens shall include both “specimens” and “materials,” whether capitalized or not, as those terms have been used interchangeably in this Agreement, as amended and including all appendices. NPS Specimens shall have the same definition as “Collected specimen” in the NPS Director’s Order #77-10: Benefits Sharing.

4. Section I, NPS References, is amended as follows:

- a) Reference 2 is amended to read:
 - 2. General Permit Conditions
(<https://www.nps.gov/subjects/science/general-conditions-for-scientific-research-and-collecting-permits.htm>)
- b) Reference 3 is amended to read:
 - 3. Loan Conditions
(<https://irma.nps.gov/DataStore/DownloadFile/494489>)
- c) Reference 4 is added herein as:
 - 4. Director’s Order #77-10: NPS Benefits Sharing
(https://www.nps.gov/subjects/policy/upload/Benefits-Sharing-Handbook-Final_12-11-2018.pdf)

5. Section I, AMNH References, is amended as follows:

- a) Reference 1 is amended to read:
 - 1. AMCC Collection Policy
(<https://www.amnh.org/research/sicg/amcc/united-states-national-park-service-special-collection-at-the-amcc/guidelines-for-depositing-specimens-in-the-nps-special-collection-at-the-amcc>)
- b) Reference 2 is amended to read:
 - 2. AMCC Loan Procedures
(<https://www.amnh.org/research/institute-comparative-genomics/amcc/united-states-national-park-service-special-collection-at-the-amcc>)

6. Section II.A.6 is hereby amended to read:

Agrees to ensure that parks accession and catalog NPS Specimens in the NPS catalog (Interior Collections Management System [ICMS] or its successor) prior to deposit with AMNH.

7. Section II.B.6 is hereby amended to read:

Provide access to and distribute NPS Specimens to requesting researchers according to AMCC access protocols and loan policy using the AMCC loan

invoice and the Outgoing Loan Conditions for NPS Special Collection. Distribute only NPS Specimens with NPS catalog numbers. Maintain an ongoing record of distributions. Obtain NPS authorization prior to executing a third-party loan that would result in an NPS Specimen being fully consumed. Request this authorization from the NPS Key Official for Legal, Administrative, and Collections Management identified in III.A.2. Make available on its website the most current version, as amended, of Appendix 2: Outgoing Loan Conditions.

8. Section III.A.1 is hereby amended to read:
Key Official for Threatened and Endangered Species matters:

William Austin
At-Risk Species Coordinator
National Park Service
1201 Oakridge Drive, Suite 200
Fort Collins, CO 80525
Tel: 970-267-7216
Email: william_austin@nps.gov

9. Section III.B.1 is hereby amended to read:
Key Official for Legal and Administrative matters:

Scott A. Schaefer
Dean of Science for Collections, Exhibitions, and the Public
Understanding of Science
American Museum of Natural History
Central Park West at 79th Street
New York, NY 10024
Tel: 212-769-5652
Email: schaefer@amnh.org

10. Section III.B.2 is hereby amended to replace contact information for George Amato with contact information for Cheryl Hayashi and for Julie Feinstein with contact information for Svetlana Katanova as follows:

Cheryl Y. Hayashi
Director, Sackler Institute for
Comparative Genomics
American Museum of Natural History
Central Park West at 79th Street
New York, NY 10024
Tel: 212-769-5073
Email: chayashi@amnh.org

Svetlana Katanova
AMCC Collections Manager
Sackler Institute for Comparative Genomics
American Museum of Natural History
Central Park West at 79th Street
New York, NY 10024
Tel: 212-769-5663
Fax: 212-496-3380
Email: skatanova@amnh.org

11. Section VII.A is hereby amended to read:
 - A. This Agreement shall be in force until June 30, 2024. The Agreement may be renewed for an additional term upon written consent of the parties.
12. Section VIII.A is hereby amended to read:
 - A. This Agreement will terminate June 30, 2024, unless renewed in writing by the parties.
13. Appendix 2, Outgoing Loan Conditions, is amended in its entirety as follows: All references to “materials,” “Materials,” “specimens,” or “Specimens,” are replaced with the term “NPS Specimens” as that term is defined in the Agreement, as amended. All references to “Ambrose Monell Collection for Molecular and Microbial Research” are replaced with “Ambrose Monell Cryo Collection.” An updated version of Appendix 2 is attached to this Amendment.
14. The first paragraph of Appendix 2, Outgoing Loan Conditions, is amended to read:

The American Museum of Natural History (AMNH) is providing the Institution named in the Ambrose Monell Cryo Collection (AMCC) Loan Invoice with biological tissue consisting of National Park Service Specimens (“NPS Specimens”). The U.S. National Park Service (“NPS”) has authorized AMNH to execute this Loan Invoice on its behalf subject to the following conditions. The Borrower (Recipient Institution and the Recipient Scientist) specifically acknowledges and agrees to the following conditions.
15. Appendix 2, Condition 3 is amended to read:

By accepting NPS Specimens, the Borrower agrees to comply with all terms and conditions of the applicable NPS Scientific Research and Collecting Permit (available from NPS) that govern the distribution and use of NPS Specimens collected from U.S. national park units. General Conditions that apply to all NPS Scientific Research and Collecting Permits are available at <https://www.nps.gov/subjects/science/general-conditions-for-scientific-research-and-collecting-permits.htm>.
16. Appendix 2, Condition 9 is amended to read:

The Borrower agrees to cite in any publication, presentation, and patent application referencing the NPS Specimen the following terms: "National Park Service Special Collection at Ambrose Monell Cryo Collection,

American Museum of Natural History," name of U.S. national park unit where NPS Specimen was originally collected, NPS Specimen name, NPS catalog number, and AMNH catalog number (also known as AMCC barcode/catalog number). In addition, the Borrower agrees to provide notice in writing to NPS not less than sixty (60) days before filing an application for a patent or other intellectual property claim for research results from use of NPS Specimens. Borrower agrees not to use such research results for commercial or other revenue generating purposes without the prior written authorization of NPS. Borrower agrees not to use the loaned NPS Specimens for commercial or other revenue generating purposes.

17. The last paragraph of Appendix 2, immediately prior to signatures, is amended to read:




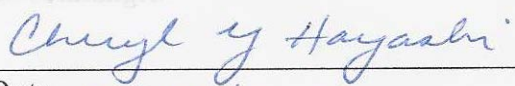
BY SIGNING BELOW, THE DULY AUTHORIZED REPRESENTATIVE OF THE RECIPIENT INSTITUTION AND THE RECIPIENT SCIENTIST EACH ACKNOWLEDGE THAT HE OR SHE HAS READ AND UNDERSTANDS THIS AGREEMENT AND AGREES TO ITS TERMS AND CONDITIONS ON BEHALF OF THE INSTITUTION AND ON HIS OR HER OWN BEHALF RESPECTIVELY.

18. The introduction and signature block of Appendix 2, is amended to replace "FOR INVESTIGATOR'S INSTITUTION" with "FOR RECIPIENT INSTITUTION", and "PRINCIPAL INVESTIGATOR" with "RECIPIENT SCIENTIST."
19. No Other Amendment. Except as expressly amended hereby, the provisions of the Original Agreement shall remain in full force and effect.
20. Counterparts; Electronic Delivery. This Amendment may be executed in any number of counterparts, and each executed counterpart shall have the same force and effect as an original instrument. This Amendment may be executed by transfer of an originally signed document by facsimile, e-mail, or other electronic means, any of which will be as fully binding as an original document.

IN WITNESS WHEREOF, AMNH and NPS have caused this Amendment to be executed in duplicate by their respective duly authorized officers.

—Signatures begin on next page—

Agreed between the parties:

National Park Service	American Museum of Natural History
 Raymond Sauvajot Associate Director, Natural Resource Stewardship and Science 6/27/2019	 Scott A. Schaefer Dean of Science for Collections, Exhibitions, and the Public Understanding of Science  for Dawn Skole
Date Concurred: 	Date 6/25/19 Concurred:
Kathleen Byrne Acting Chief Curator and Manager, Park Museum Management Program June 26, 2019 Date	Cheryl Y. Hayashi Director, Sackler Institute for Comparative Genomics  Date 6/25/2019

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Attachment No. 1 to Second Amendment to National Park Service –
American Museum of Natural History Agreement

APPENDIX 2

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**American Museum of Natural History
Ambrose Monell Cryo Collection**

OUTGOING LOAN CONDITIONS for NATIONAL PARK SERVICE SPECIAL COLLECTION

The American Museum of Natural History (AMNH) is providing the Institution named in the Ambrose Monell Cryo Collection (AMCC) Loan Invoice with biological tissue consisting of National Park Service Specimens (“NPS Specimens”). The U.S. National Park Service (“NPS”) has authorized AMNH to execute this Loan Invoice on its behalf subject to the following conditions. The Borrower (Recipient Institution and the Recipient Scientist) specifically acknowledges and agrees to the following conditions.

1. Loans are made to institutions, not individuals.
2. NPS Specimens are not to be moved to another address without prior written permission from the AMNH/AMCC. Loans to third parties are prohibited.
3. By accepting NPS Specimens, the Borrower agrees to comply with all terms and conditions of the applicable NPS Scientific Research and Collecting Permit (available from NPS) that govern the distribution and use of NPS Specimens collected from U.S. national park units. General Conditions that apply to all NPS Scientific Research and Collecting Permits are available at <https://www.nps.gov/subjects/science/general-conditions-for-scientific-research-and-collecting-permits.htm>.
4. NPS Specimens and any components thereof are property of the U.S. Government.
5. Any additional research not included in the original proposal requires the express written permission of AMNH/AMCC. Violation constitutes a breach of contract.
6. The Borrower agrees to return a signed Loan Invoice and a signed copy of the Outgoing Loan Conditions for NPS Special Collection (“Conditions”) immediately upon receipt of the NPS Specimens. Loaned NPS Specimens must be stored appropriately and to professionally accepted standards while in care of the Borrower.
7. The NPS Specimens are to be consumed or discarded after analysis. Any unused NPS Specimens should be returned to the AMCC. NPS Specimens being returned should be carefully packaged in the same manner as when they were sent.
8. Loan applications must include a timeframe for completion of the proposed research. Time extensions should be requested in writing before the loan expiration date. Typically, the Borrower will not receive a 'due' notice. It is the Borrower's responsibility to fulfill the terms of the loan by complying with any conditions placed upon the recipient by the Loan Invoice and the Conditions.
9. The Borrower agrees to cite in any publication, presentation, and patent application referencing the NPS Specimen the following terms: "National Park Service Special Collection at Ambrose Monell Cryo Collection, American Museum of Natural History," name of U.S. national park unit where NPS Specimen was originally collected, NPS Specimen name, NPS catalog number, and AMNH catalog number (also known as AMCC barcode/catalog number). In addition, the Borrower agrees to provide notice in writing to NPS not less than sixty (60) days before filing an application for a patent or other intellectual property claim for research results from use of NPS Specimens. Borrower agrees not to use such research results for commercial or other revenue

generating purposes without the prior written authorization of NPS. Borrower agrees not to use the loaned NPS Specimens for commercial or other revenue generating purposes.

10. Borrower agrees to provide three (3) copies of any publications resulting in part or whole from this loan, and/or three (3) copies of assay results. (AMNH/AMCC will provide one [1] copy to NPS.)
11. The Borrower agrees to inform AMCC of all electronic database submissions (such as GenBank accession numbers) associated with the analytical procedures resulting from the NPS Specimens loaned. This additional NPS Specimens data should be submitted electronically (on a spreadsheet) to the AMCC.
12. To the extent allowable by law, the Borrower hereby agrees to hold harmless and indemnify the U.S. Department of the Interior, National Park Service and any unit thereof, the United States Government, and persons acting on their behalf, including AMNH, for any claim asserted by a third party related to Investigator's and/or Institution's possession, use, storage, or disposal of the loaned NPS Specimens.
13. Federal laws and policies governing NPS museum collections take precedence over state and local laws.
14. AMNH/AMCC and NPS reserve the right to inspect or audit the loaned NPS Specimens at any time.
15. Surviving termination or expiration of the loan are any provisions in these conditions that by their nature are intended to survive.

BY SIGNING BELOW, THE DULY AUTHORIZED REPRESENTATIVE OF THE RECIPIENT INSTITUTION AND THE RECIPIENT SCIENTIST EACH ACKNOWLEDGE THAT HE OR SHE HAS READ AND UNDERSTANDS THIS AGREEMENT AND AGREES TO ITS TERMS AND CONDITIONS ON BEHALF OF THE INSTITUTION AND ON HIS OR HER OWN BEHALF RESPECTIVELY.

FOR RECIPIENT INSTITUTION:

RECIPIENT SCIENTIST:

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

AMCC Loan Invoice No. _____