

REPOSITORY AGREEMENT
Between the
NATIONAL PARK SERVICE
and the
UNIVERSITY OF TEXAS MEDICAL BRANCH

This Agreement (the “Agreement”), effective as of the date of the last approving signature (“Effective Date”), is made and entered into between the University of Texas Medical Branch, an educational and research institution that operates the World Reference Center for Emerging Viruses and Arboviruses (WRCEVA), located at 301 University Blvd., Galveston, TX 77555-0609 (“UTMB”), and the National Park Service (“NPS”).

I. BACKGROUND AND OBJECTIVES

NPS Specimens collected in NPS units pursuant to permits issued under 36 CFR. 2.5 are periodically deposited on loan in non-NPS living collections, such as culture or stock collections. These collections are housed within institutions that acquire, preserve, and distribute biological samples and related information, technology, and intellectual property to research scientists in academia and industry. Loan of NPS Specimens and Material to such custodians requires NPS approval in accordance with the standardized NPS Research and Collecting Permit (“Research Permit”) terms and conditions.

The WRCEVA program maintains the Emerging Viruses and Arboviruses Reference Collection and provides reagents and support for investigations of virus outbreaks throughout the world. This international program identifies and characterizes numerous arboviruses and/or other suspected emerging viruses spread by mosquitoes, ticks, and other insects and animals to people and domestic animals. It also investigates the epidemiology of the diseases these viruses cause. The repository within the WRCEVA stores over 5,000 classified arthropod-borne, rodent-borne, and other zoonotic and human viruses, as well as complementary sera (for example, hyperimmune mouse ascites fluids), diagnostic antigens, arthropod cell lines, hybridoma cells, and reagents (for example, viral nucleic acids).

The objective of this Agreement is to allow UTMB to accept on loan and establish a collection of NPS Specimens and NPS Material designated as the National Park Service Special Collection (the “Collection”) and to distribute “Material” deposited or derived from those NPS Specimens to the scientific community under the terms of an NPS “Material Transfer Agreement” consistent with the NPS Scientific Research and Collecting Permit terms and conditions for the collected NPS Specimen.

II. DEFINITIONS

- A. **“Collected Specimen”**—See NPS Specimen.
- B. **“Compensable interest”** shall mean a legal share in physical or intellectual property that is entitled to compensation when others use that share of the property.
- C. **“Confidential Information”** shall mean any information or material in tangible form that

is marked as “confidential” or “proprietary” by the furnishing party at the time it is delivered to the receiving party, and information that is furnished orally if the furnishing party identifies such information as confidential or proprietary when it is disclosed and promptly confirms such designation in writing after such disclosure. Confidential Information does not include:

1. information that is publicly known or available from other sources who are not under a confidentiality obligation to the source of the information; or
 2. information that has been made available by its owners to others without a confidentiality obligation; or
 3. information that is already known by or available to the receiving Party without a confidentiality obligation; or
 4. information that relates to potential hazards or cautionary warnings associated with the production, handling, use or disposal of NPS Specimens or Material; or
 5. information that is required by other applicable law or by this Agreement to be disclosed.
- D. **“Deaccession”** shall mean the withdrawal of NPS Specimens from the NPS Special Collection at UTMB.
- E. **“Derivative”** shall mean a creation, other than Progeny, that is based on a Collected Specimen or Material.
- F. **“Derivative, modified”**—See “Modification”
- G. **“Distribution”** shall mean UTMB provision of NPS Material to third parties as set forth in section IV(B)(4).
- H. **“Living Collection”** shall mean 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 the Collected Specimen, or originate directly from a Collected Specimen, from Material, or from other biological material in the Living Collection.
- I. **“Loan Agreement”** shall mean 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.
- J. **“Material” (when capitalized)** shall mean Progeny and Unmodified Derivatives of Collected Specimens, Museum Specimens, Living Collection items, and multiple generations thereof. The Material does not include a) Modifications or b) other substances created by a person through use of the Material that are not Modifications, Progeny, or Unmodified Derivatives. See Modification. Note: For the purposes of this Agreement, all Material is living unless specifically described as non-living.

- K. **“Material Transfer Agreement (MTA)”** shall mean 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.
- L. **“Modification”** shall mean a human-created substance that contains or incorporates Material (Progeny and/or Unmodified Derivatives).
- M. **“Museum Specimen”** shall mean a Collected Specimen that is permanently retained in a park museum collection. Museum Specimens are non-living.
- N. **“NPS Catalog”** shall mean the National Park Service catalog, or inventory, of Living Collections as maintained by the park where the NPS Specimens were collected.
- O. **“NPS MTA”** shall mean the NPS Material Transfer Agreement that UTMB provides to recipients when distributing NPS Material in the course of its business. UTMB will make a copy of this MTA available in accordance with instructions on its web site at (<https://www.utmb.edu/wrceva>).
- P. **“NPS Permittees”** shall mean researchers who collect NPS Specimens in NPS units pursuant to permits issued under 36 CFR 2.5.
- Q. **“NPS Specimen”** shall mean the item collected by the permittee under the authority of an NPS Scientific Research and Collecting Permit, and portions thereof. NPS Specimens are natural products. Also known as “Collected Specimen.” Note: For the purposes of this Agreement, all NPS Specimens are living unless specifically described as non-living.
- R. **“Progeny”** shall mean unmodified descendant from a Collected Specimen or Material, such as virus from virus, cell from cell, or organism from organism.
- S. **“Required NPS Procedures”** and **“Required UTMB Procedures”** shall equally mean those joint management procedures for NPS Specimens and NPS Material that by their nature must be implemented as detailed in this Agreement.
- T. **“Research Results”** shall mean 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 (NPS Specimens) and Museum Specimens.
- U. **“Transfer”** shall mean the transfer of custody for NPS Specimens and Material under this Agreement to UTMB and the transfer of custody for NPS Material from UTMB to researchers using an NPS MTA at the time of distribution.
- V. **“Unmodified Derivative”** means 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.

- W. NPS and the UTMB shall be occasionally referred to as "**Parties**" in singular or plural usage as indicated by the context.

III. AUTHORITY

- A. NPS is authorized to enter this Agreement pursuant to the authority contained in the National Park Service Organic Act, 54 USC 100101, the National Parks Omnibus Management Act of 1998, 54 USC 100705, and 54 USC 102501-102504 (Management of Museum Properties).

IV. SCOPE OF WORK (ROLES AND RESPONSIBILITIES)

- A. Pursuant to this agreement NPS will:

1. Encourage parks, in coordination with NPS Permittees, to deposit NPS Specimens in the Collection at the UTMB under the terms of this Agreement. Such deposits will be on loan.
2. Use a loan agreement to track each deposit, but cite this Agreement in lieu of a UTMB signature on each loan.
3. Make available on the NPS permit website under Science and Researcher Resources at <https://www.nps.gov/nature/science-and-research-resources.htm> a copy of this Agreement and a hyperlink to the UTMB web site so that permit applicants may readily identify UTMB as a recommended repository in their permit applications;
4. Approve deposits of NPS Specimens and Material at UTMB either by designating UTMB as the repository in the applicable Scientific Research and Collecting Permit, or by signing the NPS Special Collection Deposit Request Form (Appendix 3);
5. Authorize UTMB to distribute NPS Material derived from NPS Specimens and NPS Material listed in Appendix 1 to requesting third-party researchers through an executed NPS MTA, as provided in Appendix 2 and updated as needed and provided to UTMB, in accordance with UTMB standard operating procedures including any fee arrangements that may be established in the future. Said fee arrangements may cover reasonable costs of authentication, accessioning, preservation, husbandry, storage, distribution and other operating costs associated with maintaining and distributing the specimens and Material and do not include profit;
6. When UTMB adds NPS Specimens and/or Material to the Master List of NPS Deposited Specimens and Material (Master List) (Appendix 1), enter NPS Catalog numbers on the form, complete loan documentation for tracking purposes, and return the Master List to UTMB as an attachment to an email;

7. Update the NPS Catalog annually to reflect increases and decreases based on information that UTMB provides. Such updates shall conform to NPS Living Collections policy and procedures, when available;

B. Pursuant to this Agreement UTMB will:

1. Create and curate an NPS Special Collection;
2. Maintain information on the NPS Special Collection on the UTMB website at <https://www.utmb.edu/wrceva>.
3. Approve deposits of NPS Specimens and Material at UTMB either by signing Appendix A at the time the researcher applies for an NPS Scientific Research and Collecting Permit, or by completing the NPS Special Collection Deposit Request Form (Appendix 3) if the applicable Scientific Research and Collecting Permit has been issued and does not designate UTMB as a repository for the NPS Specimens or Material;
4. Upon NPS approval and receipt of the specific deposit, update the Master List of NPS Deposited Specimens and Material (Master List) (Appendix 1) by completing information for the NPS Specimens and/or Material to be deposited, and send the Master List to the NPS park permit coordinator for addition of the NPS Catalog number;
5. Distribute NPS Material derived from NPS Specimens and NPS Material listed on the Master List to requesting third-party researchers under an executed NPS MTA approved for UTMB use as provided in Appendix 2 and consistent with the WRCEVA Material Transfer and Limited Use Agreement template in Appendix 4;
6. Keep on file copies of the NPS MTA executed by UTMB and requesting scientists, and make available such copies to NPS annually and upon NPS request;
7. Comply with all applicable laws, rules and regulations pertaining to the development, testing, manufacture, distribution, transfer, storage, marketing, import, export, and disposal of the NPS Specimens and NPS Material housed and maintained by UTMB. Without limiting the foregoing, UTMB acknowledges that the transfer of certain commodities and technical data is subject to certain United States laws and regulations controlling the export of such commodities and technical data, including all Export Administration Regulations of the United States Department of Commerce, and accordingly, UTMB will comply with and be solely responsible for any of UTMB's violation of all such laws and regulations;
8. Label NPS Specimens and NPS Material with "National Park Service," the name of the park where collected, the locality (unless identified as confidential information), the NPS Catalog number, the taxon, and the UTMB number;

9. Accession/catalog the NPS Specimens and NPS Material by recording “National Park Service,” name of the park where collected, the collecting locality, the NPS permit number, the NPS Catalog number (as provided by park), the taxon, the date of collection, date of deposit, date of disposition, type of disposition, UTMB accession and catalog numbers, and other data standard to UTMB procedures.
10. Provide to NPS an annual report, in electronic format by November 30, for the period October 1 through September 30 that includes the following:
 - a. The current Master List, organized by park and NPS Catalog number.
 - b. Excel spreadsheet listing data from the Master List annotated to show deaccessions and resulting dispositions; distributions, distribution dates, and distribution recipients; and current estimated quantities or counts as of September 30. For deaccessions, provide the reason for the deaccession.
 - c. Copies of NPS MTAs for all distributions to third parties.
11. Avoid destroying NPS Specimens or NPS Material deposited with UTMB except in the following cases: lack of viability, redundancy, misidentification resulting in no scientific value, contamination, destructive testing and analysis, and as specifically authorized by NPS on a case-by-case-basis.

V. OPERATIONAL PROCEDURES

- A. UTMB shall not accept into the NPS Special Collection any NPS Specimens or NPS Material without prior approval of NPS on either the applicable Scientific Research and Collecting Permit or the NPS Special Collection Deposit Request Form (Appendix 3).
- B. Except as NPS and UTMB agree in writing, all NPS Material deposited with UTMB under this Agreement shall be made available for distribution by UTMB through the NPS MTA.
- C. NPS Material shall be distributed pursuant to Section IV(B)(5) only to UTMB-qualified recipient institutions or organizations upon prior execution of the NPS MTA.
- D. The Parties agree that the NPS Material will not be used in humans.
- E. The Parties agree that NPS Specimens will not be distributed under this Agreement. To transfer custody of NPS Specimens to another entity, UTMB shall make a request in writing to the Key Official, who will refer the request to the park for response.
- F. The Parties agree that the NPS Specimens and NPS Material will be used for scientific and/or educational purposes consistent with the applicable NPS Scientific Research and Collecting Permit General Conditions (available at <https://www.nps.gov/subjects/science/general-conditions-for-scientific-research-and-collecting-permits.htm>) and any applicable park-specific and permit-specific conditions.
- G. UTMB agrees to notify the park providing the NPS Specimens and/or NPS Material of its becoming aware of any UTMB discovery or invention arising from the Research Results generated by UTMB, including Modifications, derived from study of the provided NPS Specimens and/or NPS Material. Such notifications must be prior to any public disclosure,

within thirty (30) days of making an invention disclosure to the person(s) responsible for patent matters at UTMB and within thirty (30) days of filing any type of application for a patent or other intellectual property claim in the United States or other country. Further, if UTMB elects not to file patent applications on such subject inventions, UTMB must so advise the providing park no less than thirty (30) days prior to any disclosure to the public and within (90) days from the date of notifying the providing park of the subject inventions.

- H. If UTMB desires to use or license NPS Material, Modifications, or Research Results for commercial purposes (other than distribution as described herein), UTMB agrees, in advance of such use, to negotiate in good faith with the NPS provider, for a period not to exceed 120 days, ("Negotiation Period") to establish the terms of a commercial use agreement, benefits-sharing agreement, or license. UTMB understands that the NPS provider shall have no obligation to grant such a license or agreement to UTMB and may grant exclusive or non-exclusive commercial licenses to others, or sell or assign all or part of the rights in the Material to any third party(ies), subject to any pre-existing rights held by others and obligations to the Federal Government. Likewise, UTMB will refer all requests by third parties to use or license NPS Material, Modifications, or Research Results for commercial purposes to the NPS provider to establish the terms of a commercial use agreement, benefits-sharing agreement, or license.
- I. By accepting the NPS Specimens and/or Material, UTMB agrees to comply with all applicable terms and conditions of the NPS Scientific Research and Collecting Permit General Conditions available on the NPS Research Permit and Reporting System web site at <https://www.nps.gov/subjects/science/general-conditions-for-scientific-research-and-collecting-permits.htm> and with park-specific permit conditions, if any, applicable to the permit(s) cited upon deposit of the NPS Specimens and/or Material.
- J. If UTMB requests that NPS Specimens and/or Material that are no longer viable be retained permanently, they will become part of the park museum collection unless the park provides alternate disposition instructions. UTMB may request that the park loan such specimens or Material to UTMB or another repository. UTMB shall make all such requests in writing to the Key Official, who will refer the request to the park for response. Non-living NPS Specimens and Material affected by such requests will remain covered by this Agreement until NPS provides instructions for their disposition.

VI. KEY OFFICIALS AND CONTACTS

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

A. For NPS:

Ann Hitchcock
 Senior Advisor for Scientific Collections
 National Park Service
 1849 C Street, NW (7348)
 Washington, DC 20240
 Tel: 202-354-2271

Email: ann_hitchcock@nps.gov

B. For UTMB:

Scott C. Weaver, Ph.D.
Director, Institute for Human Infections and Immunity
University of Texas Medical Branch
301 University Boulevard
Galveston, TX 77555-0610
Tel. (409) 266-6500
Email: sweaver@utmb.edu

VII. CONFIDENTIALITY

- A. Confidential Information, as defined in Section II above, includes information concerning the nature and specific location (including exact collection site) of National Park System resources, including NPS Specimens and derivative Material, which are endangered, threatened, rare, or commercially valuable, and which must be withheld from the public.
- B. Protection of Confidential Information. Except as required under court order or the Freedom of Information Act (5 U.S.C. 552), UTMB 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.

VIII. INTELLECTUAL PROPERTY

- A. Ownership: NPS Specimens are the property of the United States Government.
- B. Compensable Interest: NPS has a compensable interest in NPS Specimens and NPS Material.
- C. Enforcement of Rights: Any future action or lawsuit to enforce intellectual property rights involving NPS Material that UTMB distributes pursuant to Articles IV and V above, shall be initiated solely at the discretion of NPS. UTMB agrees to advise NPS of any events that cause UTMB to suspect that the transfer of NPS Material to a third party is or may be violating UTMB's procedures or the NPS MTA.
- D. License: Any transfer of custody of NPS Specimens or NPS Material from NPS or NPS Permittees to UTMB shall constitute a nonexclusive worldwide royalty-free license to use the NPS Material or NPS Material derived from the provided NPS Specimens in accordance with Articles IV and V above. UTMB agrees that the transfer of custody of the NPS Specimens and/or NPS Material to UTMB does not imply in any way a grant of any rights to UTMB under any patents claiming the NPS Specimens or NPS Material or any right to use the NPS Specimens or NPS Material for commercial purposes or any other rights to the NPS Specimens or NPS Material except as stated herein.

- E. Benefits-Sharing Arrangements: On a case-by-case basis, and consistent with terms in NPS Permits and the NPS MTA for distribution, NPS may enter into separate benefits-sharing agreements with recipients proposing commercial applications for the Material and Research Results from using the Material.
- F. Nothing in this Agreement shall be construed to affect UTMB's rights, title and interests in trademarks registered or owned by UTMB and any and all UTMB catalog numbers or UTMB specific designations of biological Materials distributed by UTMB.
- G. The Parties agree to cite in publications referencing NPS Specimens and NPS Material the following terms: "National Park Service," park name, taxon, NPS Catalog number, and UTMB number.

IX. WARRANTY, LIABILITY AND INDEMNIFICATION

- A. Each party accepts full responsibility for any property damage, injury, or death caused by the acts or omissions of its employees, acting within the scope of their employment, or its contractors' scope of work. All claims shall be subject to and processed pursuant to applicable governing law.
- B. Except to the extent prohibited by law, and to the extent permitted by the Laws and the Constitution of the State of Texas, UTMB assumes all liability for damages that may arise from its use of the provided NPS Specimens and/or Material, or from its storage or disposal of the provided NPS Specimens and/or Material. To the extent permitted by the Laws and the Constitution of the State of Texas, UTMB agrees to hold harmless and indemnify NPS for any claim asserted by a third party resulting from UTMB's use, storage, or disposal of the NPS Specimens and/or Material. NPS will not be liable to the UTMB for any loss, claim or demand made by the UTMB, or made against UTMB by any other party, due to or arising from the use of the NPS Specimens and/or Material by UTMB, except to the extent permitted by law and when caused by the gross negligence or willful misconduct of the NPS. The NPS shall be liable for the acts or omissions of its employees, acting within the course and scope of their employment, to the extent provided under the Federal Tort Claims Act, 28 U.S.C. §§ 1346, 2671-80. To the extent permitted by the Laws and Constitution of the State of Texas, UTMB shall be liable for the negligent or wrongful acts or omissions of its employees, acting within the course and scope of their employment.
- C. Any provided NPS Specimen or Material delivered pursuant to this Agreement is understood to be as collected or as prepared by the collector/researcher, to potentially have hazardous properties, and to be provided AS IS; furthermore, the Parties make no representations whatsoever as to the NPS Specimens and Material. They are provided without warranty of merchantability or fitness for a particular purpose or any other warranty, express or implied. The Parties make no representation or warranty that the use of the Material will not infringe any patent, copyright, trademark, or other proprietary rights. UTMB warrants that all distribution of Material by UTMB as contemplated by this Agreement shall be in substantial compliance with all applicable U.S. Federal regulations.
- D. Neither Party shall be held liable or responsible to the other Party nor be deemed to have

defaulted under or breached this Agreement for failure or delay in fulfilling or performing any term of this Agreement when such failure or delay is caused by or results from causes beyond the reasonable control of the affected Party (hereinafter, a Force Majeure event), including but not limited to fire, floods, embargoes, war, acts of war (whether war be declared or not), insurrections, acts of terrorism, riots, civil commotions, strikes, lockouts or other labor disturbances, acts of God or acts, omissions or delays in acting by any governmental authority (including regulatory and advisory bodies) or the other Party. Upon the occurrence of any Force Majeure event, the affected Party shall give written notice of such event to the other Party and shall use reasonable efforts to overcome such Force Majeure event.

X. TERM OF AGREEMENT

This Agreement shall be in force for a period of ten (10) years from the date of the last approving signature. The Agreement may be renewed for an additional term upon written consent of the Parties.

XI. TERMINATION

- A. This Agreement will terminate when the ten (10) year term has expired, unless renewed in writing by the Parties.
- B. Either Party has the right to terminate this Agreement if either party fails to observe any of the material terms and conditions of the Agreement, and, after sixty (60) days from receipt of written notice, fails to cure the default.
- C. NPS shall have the right to immediately terminate this Agreement without written notice to UTMB in the event UTMB or its licensees does (do) any of the following:
 - 1. UTMB violates the laws, regulations or other legal authority in any jurisdiction relating to the development, use, or storage of the NPS Specimens and NPS Material or distribution of NPS Material in a way that NPS deems it reasonable judgment to constitute a public safety or health hazard.
 - 2. UTMB becomes insolvent, makes an assignment for the benefit of creditors, or becomes subject to a voluntary or involuntary proceeding seeking liquidation, reorganization or other relief under any bankruptcy, insolvency or other similar law now or hereinafter in effect. UTMB must give NPS immediate notice (within five (5) days) of such status or actions. For purposes of the bankruptcy statutes, NPS considers this Agreement an executory contract exempt from inclusion in the assets of UTMB pursuant to 11 U.S.C. 365.
 - 3. In case of the dissolution or cessation of operations by UTMB.
- D. Notwithstanding the foregoing, the NPS may terminate this Agreement for the convenience of the Government, at any time, when it is determined to be in the best interest of the public

to do so. UTMB shall be notified in writing within five (5) working days following the termination. UTMB may terminate this Agreement for its convenience, at any time upon thirty (30) days advance written notice to NPS, when it is determined to be in the best interest of the citizens of the State of Texas.

- E. Upon termination, UTMB shall follow NPS instructions for disposition of the NPS Specimens and Material and shall complete a final annual report applicable through the date of termination.
- F. Surviving any termination or expiration are:
 - 1. Any cause of action or claim of UTMB or NPS, accrued or to accrue, because of any breach or default by the other Party; and
 - 2. Any provisions in this Agreement that by their nature are intended to survive. This condition shall specifically include Articles VII, VIII, IX, and Sections XI(E) and XII(B) and (C).
- G. Except under Section XI(C and D), upon termination or expiration of this Agreement, NPS shall have the following options:
 - 1. In the best interest of the scientific community, grant UTMB the rights to store, replicate and distribute certain NPS Material under UTMB's General Collection, subject to all applicable provisions in the Agreement, while following NPS disposition instructions for any remaining NPS Specimens and Material; or
 - 2. Allow UTMB to continue, for a period of one (1) year following the date of termination, to distribute NPS Material that is in stock and to complete orders for NPS Material that are outstanding to the end of such one-year period, subject to all applicable provisions in the Agreement. At the conclusion of such one (1) year period, UTMB agrees to cease immediately the distribution of all NPS Material in the NPS Special Collection and to follow NPS disposition instructions for NPS Specimens and Material.

XII. REQUIRED AND STANDARD CLAUSES

- A. Non-Discrimination: The parties shall not discriminate in the selection of employees or participants for any employment or other activities undertaken pursuant to 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. This Agreement is subject to all laws, regulations and rules governing NPS property, whether now in force or hereafter enacted or promulgated. Nothing in this Agreement shall be construed as in any way impairing the general powers of the NPS for supervision, regulation, and control of its property under such applicable laws, regulations, and rules.
- D. Advertising and Endorsements: UTMB may use the terms “NPS,” “National Park Service,” and the NPS arrowhead logo to identify NPS Specimens and NPS Material and the NPS Special Collection on UTMB’s website, in brochures and in associated documentation, such as packing receipts, product sheets, specimen labels and invoices. UTMB shall not otherwise publicize or circulate promotional material (such as advertisements, sales brochures, or press releases) that states or implies NPS endorsement of a product, service, or position that UTMB represents, unless approved in advance by NPS. No release of information relating to this Agreement may state or imply that the NPS approves of the work product of UTMB to be superior to other products or services.

XIII. ASSIGNMENT

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

XIV. ADDITIONAL TERMS


- A. The Agreement may be modified by written consent of all of the Parties to cover the need for any alterations that may arise subsequent to the Effective Date of this Agreement. Appendix 1 may be modified by the procedure described therein and above in Section IV.A.6.
- B. If any term or provision of this Agreement is held to be invalid or illegal, such term or provision shall not affect the validity or enforceability of the remaining terms and provisions.
- 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. Failure by either Party to enforce, or delay in exercising, or partial exercise of any covenants or rights or remedies under this Agreement shall not be deemed or construed as a waiver of such rights, nor shall waiver by either Party in one or more instances be construed as constituting a continuing waiver or as a waiver in other or subsequent instances.

- D. In the event that further lawful performance of this Agreement or any part hereof by either Party shall be rendered impossible by or as a consequence of any law, regulation, order, rule, direction, priority, seizure, allocation, requisition, or any other official action by any department, bureau, board, administration, or other instrumentality or agency of any government or political subdivision thereof having jurisdiction over such Party, such Party shall not be considered in default hereunder by reason of any failure to perform occasioned thereby.
- E. 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.
- F. The NPS and UTMB acknowledge that failure to perform the obligations and agreements set out herein may result in irreparable injury to either Party. Accordingly, the Parties agree to use a non-binding alternative dispute resolution process before commencing any litigation.
- G. Appendices. This Agreement includes Appendices 1 through 4, which are hereby incorporated by reference.
- H. This Agreement constitutes and contains the entire Agreement of the Parties respecting its subject matter and supersedes any and all prior negotiations, correspondence, understandings and agreements, whether written or oral, between the Parties respecting its subject matter.
- I. Counterparts; Electronic Delivery. This Agreement may be executed in any number of counterparts, and each executed counterpart shall have the same force and effect as an original instrument. The Agreement 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.

XV. AUTHORIZING SIGNATURES

Agreed between the parties:

RAYMOND
SAUVAJOT

 Digitally signed by RAYMOND
SAUVAJOT
Date: 2020.10.21 15:29:40 -04'00'

National Park Service

Raymond M. Sauvajot, Ph.D.
Associate Director, Natural Resource
Stewardship and Science

Date

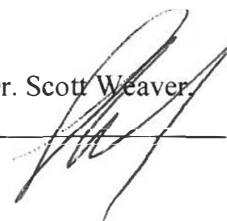

University of Texas Medical Branch

Carolee King, JD
Senior VP and General Counsel

11/3/20


Date

Acknowledged by: Dr. Scott Weaver
UTMB Investigator



Concurred:

KATHLEEN
BYRNE

 Digitally signed by
KATHLEEN BYRNE
Date: 2020.10.27
10:33:06 -04'00'

Kathleen Byrne
Chief Curator and Manager, Park
Museum Management Program

Date

REPOSITORY AGREEMENT NPS/UTMB

APPENDIX 1 MASTER LIST OF DEPOSITED NPS SPECIMENS AND MATERIAL THE CATALOG OF THE NPS SPECIAL COLLECTION AT THE WORLD REFERENCE CENTER FOR EMERGING VIRUSES AND ARBOVIRUSES UNIVERSITY OF TEXAS MEDICAL BRANCH

Instructions: Upon receipt of NPS Specimens and/or Material that NPS has approved for deposit at UTMB either by designation as the repository in the applicable Scientific Research and Collecting Permit or by completion of the NPS Special Collection Deposit Request Form, UTMB adds the new Specimens and/or Material (including the UTMB inventory number) to this Master List of Deposited NPS Specimens and Material. UTMB submits it to the NPS park permit coordinator. The park curator assigns the NPS Catalog numbers for the deposited NPS Specimens and/or Material (Living Collections) and returns the document to UTMB with a copy to the NPS Key Official for the NPS-UTMB Agreement. The updated List constitutes a revised Appendix 1. NPS completes a loan record for tracking purposes.

Enter total number of pages in current Appendix 1: 6.

UTMB No.	TAXON		Description and Quantity		National Park Unit	NPS Catalog # Living Coll.	Date of Deposit	NPS Permit #	Collecting Locality
	Family	Genus/Family	Virus ID (Lyo.)	mL.					
BCNP 2-15 (CY003AnPu0125Jun148)	NEGEVIRUS	UNCLASSIFIED	N/A	0.5	Big Cypress Natural Preserve	BICYL1	9/5/2014	BICY-2014-SCI-0006	Cypress, Big Cypress Natural Preserve
BCNP 2-151 (SG003PsCo040725Jul1450)	REOVIRIDAE	UNASSIGNED	N/A	0.5	Big Cypress Natural Preserve	BICYL2	9/5/2014	BICY-2014-SCI-0006	Sawgrass, Big Cypress Natural Preserve
BCNP 2-24 (MG001AnAt01)	NEGEVIRUS	UNCLASSIFIED	N/A	0.5	Big Cypress Natural Preserve	BICYL3	2/6/2015	BICY-2014-SCI-0006	Mangrove, Big Cypress Natural Preserve
BCNP 2-3 (CY003AnCr0325Jun1450)	NEGEVIRUS	UNCLASSIFIED	N/A	0.5	Big Cypress Natural Preserve	BICYL4	9/25/2014	BICY-2014-SCI-0006	Cypress, Big Cypress National Preserve
BCNP 2-30 (MG001Cxl00326Jun1450)	NEGEVIRUS	UNCLASSIFIED	N/A	0.5	Big Cypress Natural Preserve	BICYL5	9/5/2014	BICY-2014-SCI-0006	Mangrove, Big Cypress Natural Preserve
BCNP 2-33 (CY004AeTn0129Jun1450)	RHABDOVIRIDAE	UNASSIGNED	N/A	0.5	Big Cypress Natural Preserve	BICYL6	10/28/2014	BICY-2014-SCI-0006	Cypress, Big Cypress National Preserve
BCNP 2-38 (CY004CxNi0329Jun1450)	NEGEVIRUS	UNCLASSIFIED	N/A	0.5	Big Cypress Natural Preserve	BICYL7	9/5/2014	BICY-2014-SCI-0006	Cypress, Big Cypress Natural Preserve
BCNP 2-4 (CY003AnCr0425Jun1450)	NEGEVIRUS	UNCLASSIFIED	N/A	0.5	Big Cypress Natural Preserve	BICYL8	9/5/2014	BICY-2014-SCI-0006	Cypress, Big Cypress Natural Preserve
BCNP 2-5 (CY003AnCr0525Jun1450)	NEGEVIRUS	UNCLASSIFIED	N/A	0.5	Big Cypress Natural Preserve	BICYL9	9/5/2014	BICY-2014-SCI-0006	Cypress, Big Cypress Natural Preserve
BCNP 2-60 (HH003CxNi0330Jun1450)	NEGEVIRUS	UNCLASSIFIED	N/A	0.5	Big Cypress Natural Preserve	BICYL10	9/5/2014	BICY-2014-SCI-0006	Hardwood Hammock, Big Cypress Natural Preserve
BCNP 2-9 (CY003AeTn0125Jun1450)	BUNYAVIRIDAE	ORTHOBUNYAVIRUS	TENSAW	0.5	Big Cypress Natural Preserve	BICYL11	9/5/2014	BICY-2014-SCI-0006	Cypress, Big Cypress National Preserve
BCNP 3-112 (SG004AeTn0122Jul1450)	NEGEVIRUS	UNCLASSIFIED	N/A	0.5	Big Cypress Natural Preserve	BICYL12	9/25/2014	BICY-2014-SCI-0006	Sawgrass, Big Cypress Natural Preserve
BCNP 3-124 (SG004AnAt02)	NEGEVIRUS	UNCLASSIFIED	N/A	0.5	Big Cypress Natural Preserve	BICYL13	2/6/2015	BICY-2014-SCI-0006	Sawgrass, Big Cypress Natural Preserve
BCNP 3-125 (SG004AnAt0322Jul1450)b	NEGEVIRUS	UNCLASSIFIED	N/A	0.5	Big Cypress Natural Preserve	BICYL14	3/4/2015	BICY-2014-SCI-0006	Sawgrass, Big Cypress Natural Preserve
BCNP 3-125 (SG004AnAt0322Jul1450)a	BUNYAVIRIDAE	ORTHOBUNYAVIRUS	TENSAW	0.5	Big Cypress Natural Preserve	BICYL15	9/5/2014	BICY-2014-SCI-0006	Sawgrass, Big Cypress Natural Preserve
BCNP 3-126 (SG004AnAt0422Jul1450)b	NEGEVIRUS	UNCLASSIFIED	N/A	0.5	Big Cypress Natural Preserve	BICYL16	2/6/2015	BICY-2014-SCI-0006	Sawgrass, Big Cypress Natural Preserve
BCNP 3-126 (SG004AnAt0422Jul1450)a	BUNYAVIRIDAE	ORTHOBUNYAVIRUS	TENSAW	0.5	Big Cypress Natural Preserve	BICYL17	9/5/2014	BICY-2014-SCI-0006	Sawgrass, Big Cypress Natural Preserve
BCNP 3-128 (SG004AeTn0622Jul1450)	NEGEVIRUS	UNCLASSIFIED	N/A	0.5	Big Cypress Natural Preserve	BICYL18	9/25/2014	BICY-2014-SCI-0006	Sawgrass, Big Cypress Natural Preserve
BCNP 3-134 (HH009AeTn01)	NEGEVIRUS	UNCLASSIFIED	N/A	0.5	Big Cypress Natural Preserve	BICYL19	2/6/2015	BICY-2014-SCI-0006	Hardwood Hammock, Big Cypress Natural Preserve
BCNP 3-138 (HH009CxNd0123Jul1419)	BUNYAVIRIDAE	ORTHOBUNYAVIRUS	SHARK RIVER	0.5	Big Cypress Natural Preserve	BICYL20	9/25/2014	BICY-2014-SCI-0006	Hardwood Hammock, Big Cypress Natural Preserve
BCNP 3-141 (HH009AeIn0123Jul1450)	NEGEVIRUS	UNCLASSIFIED	N/A	0.5	Big Cypress Natural Preserve	BICYL21	9/25/2014	BICY-2014-SCI-0006	Hardwood Hammock, Big Cypress Natural Preserve
BCNP 3-148 (HH009CxNi05)	NEGEVIRUS	UNCLASSIFIED	N/A	0.5	Big Cypress Natural Preserve	BICYL22	2/6/2015	BICY-2014-SCI-0006	Hardwood Hammock, Big Cypress Natural Preserve
BCNP 3-152 (HH009CxNi09)	UNCLASSIFIED	UNCLASSIFIED	N/A	0.5	Big Cypress Natural Preserve	BICYL23	10/28/2014	BICY-2014-SCI-0006	Hardwood Hammock, Big Cypress Natural Preserve
BCNP 3-158 (HH009CxNi15)	UNCLASSIFIED	UNCLASSIFIED	N/A	0.5	Big Cypress Natural Preserve	BICYL24	10/28/2014	BICY-2014-SCI-0006	Hardwood Hammock, Big Cypress Natural Preserve
BCNP 3-16 (CY005AnCr1014Jul1450)	BUNYAVIRIDAE	ORTHOBUNYAVIRUS	TENSAW	0.5	Big Cypress Natural Preserve	BICYL25	9/5/2014	BICY-2014-SCI-0006	Cypress, Big Cypress National Preserve
BCNP 4-194 (MG002AnCr0207Aug1450)	BUNYAVIRIDAE	ORTHOBUNYAVIRUS	TENSAW	0.5	Big Cypress Natural Preserve	BICYL26	9/25/2014	BICY-2014-SCI-0006	Mangrove, Big Cypress National Preserve
BCNP 4-205 (MG002AnAt0507Aug147)	NEGEVIRUS	UNCLASSIFIED	N/A	0.5	Big Cypress Natural Preserve	BICYL27	9/25/2014	BICY-2014-SCI-0006	Mangrove, Big Cypress Natural Preserve
BCNP 4-25 (CY010AnCr0229Jul1450)	BUNYAVIRIDAE	ORTHOBUNYAVIRUS	TENSAW	0.5	Big Cypress Natural Preserve	BICYL28	9/5/2014	BICY-2014-SCI-0006	Cypress, Big Cypress National Preserve
BCNP 4-73 (PL001AeIn01)	NEGEVIRUS	UNCLASSIFIED		0.5	Big Cypress Natural Preserve	BICYL29	11/24/2014	BICY-2014-SCI-0006	Pineland, Big Cypress Natural Preserve
BCNP 5-148 (PL007AnCr01)	BUNYAVIRIDAE	ORTHOBUNYAVIRUS	TENSAW	0.5	Big Cypress Natural Preserve	BICYL30	10/28/2014	BICY-2014-SCI-0006	Pineland, Big Cypress Natural Preserve
BCNP 5-155 (PL007MaDy01)	UNCLASSIFIED	UNCLASSIFIED	N/A	0.5	Big Cypress Natural Preserve	BICYL31	10/28/2014	BICY-2014-SCI-0006	Pineland, Big Cypress Natural Preserve

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BCNP 5-17 (HH011CxNi01)	UNCLASSIFIED	UNCLASSIFIED	N/A	0.5	Big Cypress Natural Preserve	BICYL32	10/28/2014	BICY-2014-SCI-0006	Hardwood Hammock, Big Cypress Natural Preserve
BCNP 5-186 (EV002CxCd01123Aug1450)	TOGAVIRIDAE	ALPHAVIRUS	EVERGLADES	0.5	Big Cypress Natural Preserve	BICYL33	9/25/2014	BICY-2014-SCI-0006	EV, Big Cypress National Preserve
BCNP 5-193 (EV0022AnQu01)	RHABDOVIRIDAE	UNASSIGNED	N/A	0.5	Big Cypress Natural Preserve	BICYL34	10/28/2014	BICY-2014-SCI-0006	EV, Big Cypress National Preserve
BCNP 5-26 (HH011AeTn0211Aug1450)	NEGEVIRUS	UNCLASSIFIED	N/A	0.5	Big Cypress Natural Preserve	BICYL35	10/28/2014	BICY-2014-SCI-0006	Hardwood Hammock, Big Cypress Natural Preserve
BCNP 5-29 (HH011CxCd0111Aug1428)	BUNYAVIRIDAE	ORTHOBUNYAVIRUS	SHARK RIVER	0.5	Big Cypress Natural Preserve	BICYL36	10/28/2014	BICY-2014-SCI-0006	Hardwood Hammock, Big Cypress Natural Preserve
BCNP 5-3 (DV001AnCr0111Aug1450)	BUNYAVIRIDAE	ORTHOBUNYAVIRUS	TENSAW	0.5	Big Cypress Natural Preserve	BICYL37	9/25/2014	BICY-2014-SCI-0006	DV, Big Cypress National Preserve
BCNP 5-7 (DV001AnCr0511Aug1447)	BUNYAVIRIDAE	ORTHOBUNYAVIRUS	TENSAW	0.5	Big Cypress Natural Preserve	BICYL38	9/25/2014	BICY-2014-SCI-0006	DV, Big Cypress National Preserve
BCNP PP 38 (PL002AeTnBF19Jun1412)	UNCLASSIFIED	UNCLASSIFIED	N/A	0.5	Big Cypress Natural Preserve	BICYL39	9/25/2014	BICY-2014-SCI-0006	Pineland, Big Cypress Natural Preserve
EVG 1-31 (PL002AEAT03)b	UNCLASSIFIED	UNCLASSIFIED	N/A	0.5	Everglades National Park	EVERL1	10/28/2014	EVER-2014-SCI-0055	Pineland, Everglades Nat. Park
EVG 1-31 (PL002AEAT03)a	RHABDOVIRIDAE	UNASSIGNED	N/A	0.5	Everglades National Park	EVERL2	10/28/2014	EVER-2014-SCI-0055	Pineland, Everglades Nat. Park
EVG 1-33 (PL002AEAT03)	FLAVIVIRIDAE	FLAVIVIRUS	N/A	0.5	Everglades National Park	EVERL3	8/29/2013	EVER-2013-SCI-0032	Pineland, Everglades Nat. Park
EVG 1-34 (PL002AEAT06)	FLAVIVIRIDAE	FLAVIVIRUS	N/A	0.5	Everglades National Park	EVERL4	7/30/2013	EVER-2013-SCI-0032	Pineland, Everglades Nat. Park
EVG 1-42 (PL002ANCR05)	FLAVIVIRIDAE	FLAVIVIRUS	N/A	0.5	Everglades National Park	EVERL5, EVER 90709	8/29/2013	EVER-2013-SCI-0032	Pineland, Everglades Nat. Park
EVG 1-45 (PL002CXAT02)	TOGAVIRIDAE	ALPHAVIRUS	EVERGLADES	0.5	Everglades National Park	EVERL6	8/29/2013	EVER-2013-SCI-0032	Hardwood Hammock, Everglades Nat. Park
EVG 1-47 (HH005CXCE01)	NEGEVIRUS	UNCLASSIFIED	N/A	0.5	Everglades National Park	EVERL7	7/30/2013	EVER-2013-SCI-0032	Hardwood Hammock, Everglades Nat. Park
EVG 1-50 (HH005AEIN01)	NEGEVIRUS	UNCLASSIFIED	N/A	0.5	Everglades National Park	EVERL8	7/30/2013	EVER-2013-SCI-0032	Hardwood Hammock, Everglades Nat. Park
EVG 1-74(HH010CXCE03)	TOGAVIRIDAE	ALPHAVIRUS	EVERGLADES	0.5	Everglades National Park	EVERL9	8/15/2013	EVER-2013-SCI-0032	Hardwood Hammock, Everglades Nat. Park
EVG 1-75 (HH010CXQU01)	TOGAVIRIDAE	ALPHAVIRUS	EVERGLADES/Negavirus	0.5	Everglades National Park	EVERL10	10/1/2013	EVER-2013-SCI-0032	Hardwood Hammock, Everglades Nat. Park
EVG 1-76 (HH010CXNI01)	NEGEVIRUS	UNCLASSIFIED	N/A	0.5	Everglades National Park	EVERL11	7/30/2013	EVER-2013-SCI-0032	Hardwood Hammock, Everglades Nat. Park
EVG 1-80 (HH010CXER01)	NEGEVIRUS	UNCLASSIFIED	N/A	0.5	Everglades National Park	EVERL12	2/28/2014	EVER-2013-SCI-0032	Hardwood Hammock, Everglades Nat. Park
EVG 2-1 (HH011AEAT01)	FLAVIVIRIDAE/Mesoniv	FLAVIVIRUS/Unassigned	N/A	0.5	Everglades National Park	EVERL13	8/29/2013	EVER-2013-SCI-0032	Hardwood Hammock, Everglades Nat. Park
EVG 2-10 (HH011CXCE02)	TOGAVIRIDAE	ALPHAVIRUS	EVERGLADES	0.5	Everglades National Park	EVERL14	6/2/2014	EVER-2013-SCI-0032	Hardwood Hammock, Everglades Nat. Park
EVG 2-100 (PL005CXCE01)	TOGAVIRIDAE	ALPHAVIRUS	EVERGLADES	0.5	Everglades National Park	EVERL15	8/29/2013	EVER-2013-SCI-0032	Pineland, Everglades Nat. Park
EVG 2-12 (HH011CXCE04)	TOGAVIRIDAE	ALPHAVIRUS	EVERGLADES	0.5	Everglades National Park	EVERL16	8/15/2013	EVER-2013-SCI-0032	Hardwood Hammock, Everglades Nat. Park
EVG 2-122 (HH015CXCE)	TOGAVIRIDAE	ALPHAVIRUS	EVERGLADES	0.5	Everglades National Park	EVERL17	11/1/2013	EVER-2013-SCI-0032	Hardwood Hammock, Everglades Nat. Park
EVG 2-2 (HH011AEAT02)	BUNYAVIRIDAE	ORTHOBUNYAVIRUS	KEYSTONE	0.5	Everglades National Park	EVERL18	8/29/2013	EVER-2013-SCI-0032	Hardwood Hammock, Everglades Nat. Park
EVG 2-27 (HH013CXNI01)	TOGAVIRIDAE	ALPHAVIRUS	EVERGLADES	0.5	Everglades National Park	EVERL19	8/29/2013	EVER-2013-SCI-0032	Hardwood Hammock, Everglades Nat. Park
EVG 2-28 (HH015AEAT01)	FLAVIVIRIDAE	FLAVIVIRUS	N/A	0.5	Everglades National Park	EVERL20	8/29/2013	EVER-2013-SCI-0032	Hardwood Hammock, Everglades Nat. Park
EVG 2-29 (HH015AEAT02)	BUNYAVIRIDAE	ORTHOBUNYAVIRUS	KEYSTONE	0.5	Everglades National Park	EVERL21	7/30/2013	EVER-2013-SCI-0032	Hardwood Hammock, Everglades Nat. Park
EVG 2-30 (HH015AEAT03)	BUNYAVIRIDAE	ORTHOBUNYAVIRUS	KEYSTONE	0.5	Everglades National Park	EVERL22	8/29/2013	EVER-2013-SCI-0032	Hardwood Hammock, Everglades Nat. Park
EVG 2-31 (HH015AEAT04)	BUNYAVIRIDAE	ORTHOBUNYAVIRUS	KEYSTONE	0.5	Everglades National Park	EVERL23	8/29/2013	EVER-2013-SCI-0032	Hardwood Hammock, Everglades Nat. Park
EVG 2-34 (HH011AEIN02)	FLAVIVIRIDAE	FLAVIVIRUS	N/A	0.5	Everglades National Park	EVERL24	1/23/2014	EVER-2013-SCI-0032	Hardwood Hammock, Everglades Nat. Park
EVG 2-39 (HH015CXCE01)	BUNYAVIRIDAE	ORTHOBUNYAVIRUS	MAHOGANY HAMMOCK	0.5	Everglades National Park	EVERL25	8/15/2013	EVER-2013-SCI-0032	Hardwood Hammock, Everglades Nat. Park
EVG 2-40 (HH015CXCE02)	BUNYAVIRIDAE	ORTHOBUNYAVIRUS	GUMBO LIMBO	0.5	Everglades National Park	EVERL26	7/30/2013	EVER-2013-SCI-0032	Hardwood Hammock, Everglades Nat. Park
EVG 2-52 (HH017CXCE01)	TOGAVIRIDAE	ALPHAVIRUS	EVERGLADES	0.5	Everglades National Park	EVERL27	8/29/2013	EVER-2013-SCI-0032	Hardwood Hammock, Everglades Nat. Park
EVG 2-54 (HH017CXCE03)	TOGAVIRIDAE	ALPHAVIRUS	EVERGLADES	0.5	Everglades National Park	EVERL28	8/15/2013	EVER-2013-SCI-0032	Hardwood Hammock, Everglades Nat. Park
EVG 2-7 (HH011CXNI01)	NEGEVIRUS	UNCLASSIFIED	N/A	0.5	Everglades National Park	EVERL29	7/30/2013	EVER-2013-SCI-0032	Hardwood Hammock, Everglades Nat. Park
EVG 2-79 (HH019CXCE01)	BUNYAVIRIDAE	ORTHOBUNYAVIRUS	KEYSTONE	0.5	Everglades National Park	EVERL30	8/29/2013	EVER-2013-SCI-0032	Hardwood Hammock, Everglades Nat. Park
EVG 2-8 (HH011CXNI02)b	NEGEVIRUS	UNCLASSIFIED	N/A	0.5	Everglades National Park	EVERL31	7/30/2013	EVER-2013-SCI-0032	Hardwood Hammock, Everglades Nat. Park
EVG 2-8 (HH011CXNI02)a	TOGAVIRIDAE	ALPHAVIRUS	EVERGLADES	0.5	Everglades National Park	EVERL32	1/23/2014	EVER-2013-SCI-0032	Hardwood Hammock, Everglades Nat. Park
EVG 2-80 (HH019CXER01)	BUNYAVIRIDAE	ORTHOBUNYAVIRUS	KEYSTONE	0.5	Everglades National Park	EVERL33	8/29/2013	EVER-2013-SCI-0032	Hardwood Hammock, Everglades Nat. Park
EVG 2-81 (PL005AEAT01)a	BUNYAVIRIDAE	ORTHOBUNYAVIRUS	KEYSTONE	0.5	Everglades National Park	EVERL34	8/29/2013	EVER-2013-SCI-0032	Pineland, Everglades Nat. Park
EVG 2-81 (PL005AEAT01)b	FLAVIVIRIDAE/Bunya?	FLAVIVIRUS/Orthobunyavirus?	N/A	0.5	Everglades National Park	EVERL35	7/30/2013	EVER-2013-SCI-0032	Pineland, Everglades Nat. Park
EVG 2-82 (PL005AEAT02)	BUNYAVIRIDAE	ORTHOBUNYAVIRUS	KEYSTONE	0.5	Everglades National Park	EVERL36	7/30/2013	EVER-2013-SCI-0032	Pineland, Everglades Nat. Park
EVG 2-84 (PL005AEAT04)	FLAVIVIRIDAE/ Meson	FLAVIVIRUS	N/A	0.5	Everglades National Park	EVERL37	10/1/2013	EVER-2013-SCI-0032	Pineland, Everglades Nat. Park
EVG 2-85 (PL005AEAT05)	FLAVIVIRIDAE	FLAVIVIRUS	N/A	0.5	Everglades National Park	EVERL38	8/29/2013	EVER-2013-SCI-0032	Pineland, Everglades Nat. Park
EVG 2-86 (PL005AEAT06)	FLAVIVIRIDAE	FLAVIVIRUS	N/A	0.5	Everglades National Park	EVERL39	7/30/2013	EVER-2013-SCI-0032	Pineland, Everglades Nat. Park

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EVG 2-9 (HH011CXCE01)	TOGAVIRIDAE	ALPHAVIRUS	EVERGLADES	0.5	Everglades National Park	EVERL40	8/15/2013	EVER-2013-SCI-0032	Hardwood Hammock, Everglades Nat. Park
EVG 2-99 (PL005CXNI02)	TOGAVIRIDAE	ALPHAVIRUS	EVERGLADES	0.5	Everglades National Park	EVERL41	8/15/2013	EVER-2013-SCI-0032	Pineland, Everglades Nat. Park
EVG 3-100 (PL007CXNI01)	UNCLASSIFIED	UNCLASSIFIED	N/A	0.5	Everglades National Park	EVERL42	8/29/2013	EVER-2013-SCI-0032	Pineland, Everglades Nat. Park
EVG 3-107 (PL007CXNI08)	UNCLASSIFIED	UNCLASSIFIED	N/A	0.5	Everglades National Park	EVERL43	8/29/2013	EVER-2013-SCI-0032	Pineland, Everglades Nat. Park
EVG 3-108 (PL007CXNI09)	UNCLASSIFIED	UNCLASSIFIED	N/A	0.5	Everglades National Park	EVERL44	8/29/2013	EVER-2013-SCI-0032	Pineland, Everglades Nat. Park
EVG 3-129 (HH025CXNI08)	NEGEVIRUS	UNCLASSIFIED	N/A	0.5	Everglades National Park	EVERL45	8/29/2013	EVER-2013-SCI-0032	Hardwood Hammock, Everglades Nat. Park
EVG 3-139 (PL007CXAT01)	UNCLASSIFIED	UNCLASSIFIED	N/A	0.5	Everglades National Park	EVERL46	1/2/2014	EVER-2013-SCI-0032	Pineland, Everglades Nat. Park
EVG 3-50 (HH023CXNI02)	TOGAVIRIDAE	ALPHAVIRUS	EVERGLADES	0.5	Everglades National Park	EVERL47	8/29/2013	EVER-2013-SCI-0032	Hardwood Hammock, Everglades Nat. Park
EVG 3-54 (HH023CXNI06)	TOGAVIRIDAE	ALPHAVIRUS	EVERGLADES	0.5	Everglades National Park	EVERL48	10/1/2013	EVER-2013-SCI-0032	Hardwood Hammock, Everglades Nat. Park
EVG 3-62 (HH023CXNI14)	TOGAVIRIDAE	ALPHAVIRUS	EVERGLADES	0.5	Everglades National Park	EVERL49	11/1/2013	EVER-2013-SCI-0032	Hardwood Hammock, Everglades Nat. Park
EVG 3-70 (HH023CXCE01)	BUNYAVIRIDAE	ORTHOBUNYAVIRUS	MAHOGANY HAMMOCK	0.5	Everglades National Park	EVERL50	10/1/2013	EVER-2013-SCI-0032	Hardwood Hammock, Everglades Nat. Park
EVG 3-95 (MA009CXCE01)	TOGAVIRIDAE	ALPHAVIRUS	EVERGLADES	0.5	Everglades National Park	EVERL51	8/29/2013	EVER-2013-SCI-0032	Mangrove, Everglades Nat. Park
EVG 3-97 (PL007ANCR01)	NEGEVIRUS	UNCLASSIFIED	N/A	0.5	Everglades National Park	EVERL52	10/1/2013	EVER-2013-SCI-0032	Pineland, Everglades Nat. Park
EVG 4-144 (HH025CXAT01)	TOGAVIRIDAE	ALPHAVIRUS	EVERGLADES	0.5	Everglades National Park	EVERL53	11/1/2013	EVER-2013-SCI-0032	Hardwood Hammock, Everglades Nat. Park
EVG 4-151 (HH015WYMI01)	TOGAVIRIDAE	ALPHAVIRUS	EVERGLADES	0.5	Everglades National Park	EVERL54	11/1/2013	EVER-2013-SCI-0032	Hardwood Hammock, Everglades Nat. Park
EVG 4-60 (PL007CXCE01)	BUNYAVIRIDAE	UNASSIGNED	N/A	0.5	Everglades National Park	EVERL55	10/7/2013	EVER-2013-SCI-0032	Pineland, Everglades Nat. Park
EVG 4-9 (CY006CXNI03)	NEGEVIRUS	UNCLASSIFIED	N/A	0.5	Everglades National Park	EVERL56	10/7/2013	EVER-2013-SCI-0032	Cypress, Everglades Nat. Park
EVG 5-4 (SG009ANWA04)	BUNYAVIRIDAE	UNASSIGNED	N/A	0.5	Everglades National Park	EVERL57	1/23/2014	EVER-2013-SCI-0032	Pineland, Everglades Nat. Park
EVG 5-49 (MA011CXNI06)	BUNYAVIRIDAE	ORTHOBUNYAVIRUS	KEYSTONE	0.5	Everglades National Park	EVERL58	10/7/2013	EVER-2013-SCI-0032	Mangrove, Everglades Nat. Park
EVG 5-53 (MA011ANQU01)	RHABDOVIRIDAE	UNASSIGNED	N/A	0.5	Everglades National Park	EVERL59	10/7/2013	EVER-2013-SCI-0032	Mangrove, Everglades Nat. Park
EVG 5-61 (MA013CXNI06)	FLAVIVIRIDAE	FLAVIVIRUS	N/A	0.5	Everglades National Park	EVERL60	10/21/2013	EVER-2013-SCI-0032	Mangrove, Everglades Nat. Park
EVG 5-64 (HH029AETE01)	NEGEVIRUS	UNCLASSIFIED	N/A	0.5	Everglades National Park	EVERL61	11/1/2013	EVER-2013-SCI-0032	Hardwood Hammock, Everglades Nat. Park
EVG 5-67 (HH029AET01)	BUNYAVIRIDAE	ORTHOBUNYAVIRUS	KEYSTONE	0.5	Everglades National Park	EVERL62	10/1/2013	EVER-2013-SCI-0032	Hardwood Hammock, Everglades Nat. Park
EVG 5-71 (HH029AET04)	BUNYAVIRIDAE	ORTHOBUNYAVIRUS	KEYSTONE	0.5	Everglades National Park	EVERL63	10/1/2013	EVER-2013-SCI-0032	Hardwood Hammock, Everglades Nat. Park
EVG 5-71 (HH029AET05)	BUNYAVIRIDAE	ORTHOBUNYAVIRUS	KEYSTONE	0.5	Everglades National Park	EVERL64	10/1/2013	EVER-2013-SCI-0032	Hardwood Hammock, Everglades Nat. Park
EVG 5-72 (HH029ANCR01)	FLAVIVIRIDAE/Bunya	FLAVIVIRUS/Unclassified	N/A	0.5	Everglades National Park	EVERL65	10/21/2013	EVER-2013-SCI-0032	Hardwood Hammock, Everglades Nat. Park
EVG 5-73 (HH029CXCE01)	TOGAVIRIDAE	ALPHAVIRUS	EVERGLADES	0.5	Everglades National Park	EVERL66	10/1/2013	EVER-2013-SCI-0032	Hardwood Hammock, Everglades Nat. Park
EVG 5-90 (HH030CXNI01)	UNCLASSIFIED	UNCLASSIFIED	N/A	0.5	Everglades National Park	EVERL67	10/1/2013	EVER-2013-SCI-0032	Hardwood Hammock, Everglades Nat. Park
EVG 5-97 (HH030CXAT01)	BUNYAVIRIDAE	ORTHOBUNYAVIRUS	SHARK RIVER	0.5	Everglades National Park	EVERL68	10/21/2013	EVER-2013-SCI-0032	Hardwood Hammock, Everglades Nat. Park
EVG 6-60 (HH032CXCE01)	BUNYAVIRIDAE	ORTHOBUNYAVIRUS	GUMBO LIMBO	0.5	Everglades National Park	EVERL69	10/21/2013	EVER-2013-SCI-0032	Hardwood Hammock, Everglades Nat. Park
EVG 6G2 (SG102AnCr10)	UNCLASSIFIED	UNCLASSIFIED	N/A	0.5	Everglades National Park	EVERL191	7/1/2015	EVER-2013-SCI-0032	Sawgrass, Big Cypress Natural Preserve
EVG 7-1 (HH034AETE01)	NEGEVIRUS	UNCLASSIFIED	N/A	0.5	Everglades National Park	EVERL70	10/21/2013	EVER-2013-SCI-0032	Hardwood Hammock, Everglades Nat. Park
EVG 7-10 (HH034CXCE08)	UNCLASSIFIED	UNCLASSIFIED	N/A	0.5	Everglades National Park	EVERL71	11/26/2013	EVER-2013-SCI-0032	Hardwood Hammock, Everglades Nat. Park
EVG 7-110 (HH037AEIN01)	NEGEVIRUS	UNCLASSIFIED	N/A	0.5	Everglades National Park	EVERL72	1/2/2014	EVER-2013-SCI-0032	Hardwood Hammock, Everglades Nat. Park
EVG 7-111 (HH037ANCR01)	NEGEVIRUS	UNCLASSIFIED	N/A	0.5	Everglades National Park	EVERL73	1/31/2014	EVER-2013-SCI-0032	Hardwood Hammock, Everglades Nat. Park
EVG 7-112 (HH037AET01)	NEGEVIRUS	UNCLASSIFIED	N/A	0.5	Everglades National Park	EVERL74	1/23/2014	EVER-2013-SCI-0032	Hardwood Hammock, Everglades Nat. Park
EVG 7-113 (FA003CXAT01)	UNCLASSIFIED	UNCLASSIFIED	N/A	0.5	Everglades National Park	EVERL75	1/31/2014	EVER-2013-SCI-0032	Hardwood Hammock, Everglades Nat. Park
EVG 7-114 (FA003URL001)	NEGEVIRUS	UNCLASSIFIED	N/A	0.5	Everglades National Park	EVERL76	2/12/2014	EVER-2013-SCI-0032	Hardwood Hammock, Everglades Nat. Park
EVG 7-15 (HH034CXNI03)	UNCLASSIFIED	UNCLASSIFIED	N/A	0.5	Everglades National Park	EVERL77	11/1/2013	EVER-2013-SCI-0032	Hardwood Hammock, Everglades Nat. Park
EVG 7-18 (HH039AETE01)	UNCLASSIFIED	UNCLASSIFIED	N/A	0.5	Everglades National Park	EVERL78	11/26/2013	EVER-2013-SCI-0032	Hardwood Hammock, Everglades Nat. Park
EVG 7-19 (HH039AET01)	NEGEVIRUS	UNCLASSIFIED	N/A	0.5	Everglades National Park	EVERL79	10/21/2013	EVER-2013-SCI-0032	Hardwood Hammock, Everglades Nat. Park
EVG 7-21 (HH039CXNI02)	UNCLASSIFIED	UNCLASSIFIED	N/A	0.5	Everglades National Park	EVERL80	10/1/2013	EVER-2013-SCI-0032	Hardwood Hammock, Everglades Nat. Park
EVG 7-24 (HH039CXNI05)	UNCLASSIFIED	UNCLASSIFIED	N/A	0.5	Everglades National Park	EVERL81	11/1/2013	EVER-2013-SCI-0032	Hardwood Hammock, Everglades Nat. Park
EVG 7-29 (HH039CXCE01)	BUNYAVIRIDAE	ORTHOBUNYAVIRUS	SHARK RIVER	0.5	Everglades National Park	EVERL82	11/26/2013	EVER-2013-SCI-0032	Hardwood Hammock, Everglades Nat. Park
EVG 7-29 (HH039CXCE01)	NEGEVIRUS	UNCLASSIFIED	N/A	0.5	Everglades National Park	EVERL83	11/26/2013	EVER-2013-SCI-0032	Hardwood Hammock, Everglades Nat. Park
EVG 7-30 (HH039CXCE02)	UNCLASSIFIED	UNCLASSIFIED	N/A	0.5	Everglades National Park	EVERL84	11/26/2013	EVER-2013-SCI-0032	Hardwood Hammock, Everglades Nat. Park
EVG 7-31 (HH039CXNI09)	UNCLASSIFIED	UNCLASSIFIED	N/A	0.5	Everglades National Park	EVERL85	11/1/2013	EVER-2013-SCI-0032	Hardwood Hammock, Everglades Nat. Park

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UTMB No.	TAXON		Description and Quantity		National Park Unit	NPS Catalog # Living Coll.	Date of Deposit	NPS Permit #	Collecting Locality
	Family	Genus/Family	Virus ID (Lyo.)	mL.					
EVG 7-35 (HH039PSFE01)	NEGEVIRUS	UNCLASSIFIED	N/A	0.5	Everglades National Park	EVERL86	10/1/2013	EVER-2013-SCI-0032	Hardwood Hammock, Everglades Nat. Park
EVG 7-36 (HH037AETE01)	UNCLASSIFIED	UNCLASSIFIED	N/A	0.5	Everglades National Park	EVERL87	11/26/2013	EVER-2013-SCI-0032	Hardwood Hammock, Everglades Nat. Park
EVG 7-38 (HH037CXNI01)	UNCLASSIFIED	UNCLASSIFIED	N/A	0.5	Everglades National Park	EVERL88	11/1/2013	EVER-2013-SCI-0032	Hardwood Hammock, Everglades Nat. Park
EVG 7-39 (HH037CXNI02)	UNCLASSIFIED	UNCLASSIFIED	N/A	0.5	Everglades National Park	EVERL89	11/1/2013	EVER-2013-SCI-0032	Hardwood Hammock, Everglades Nat. Park
EVG 7-41 (HH037CXNI04)	NEGEVIRUS	UNCLASSIFIED	N/A	0.5	Everglades National Park	EVERL90	11/1/2013	EVER-2013-SCI-0032	Hardwood Hammock, Everglades Nat. Park
EVG 7-42 (HH037CXNI05)	UNCLASSIFIED	UNCLASSIFIED	N/A	0.5	Everglades National Park	EVERL91	11/1/2013	EVER-2013-SCI-0032	Hardwood Hammock, Everglades Nat. Park
EVG 7-43 (HH037CXNI06)	UNCLASSIFIED	UNCLASSIFIED	N/A	0.5	Everglades National Park	EVERL92	11/1/2013	EVER-2013-SCI-0032	Hardwood Hammock, Everglades Nat. Park
EVG 7-4 (HH037CXNI07)	UNCLASSIFIED	UNCLASSIFIED	N/A	0.5	Everglades National Park	EVERL93	11/26/2013	EVER-2013-SCI-0032	Hardwood Hammock, Everglades Nat. Park
EVG 7-45 (HH037CXNI08)	UNCLASSIFIED	UNCLASSIFIED	N/A	0.5	Everglades National Park	EVERL94	11/26/2013	EVER-2013-SCI-0032	Hardwood Hammock, Everglades Nat. Park
EVG 7-46 (HH037CXNI09)	UNCLASSIFIED	UNCLASSIFIED	N/A	0.5	Everglades National Park	EVERL95	11/26/2013	EVER-2013-SCI-0032	Hardwood Hammock, Everglades Nat. Park
EVG 7-47 (HH037CXNI10)	NEGEVIRUS	UNCLASSIFIED	N/A	0.5	Everglades National Park	EVERL96	11/1/2013	EVER-2013-SCI-0032	Hardwood Hammock, Everglades Nat. Park
EVG 7-48 (HH037CXNI11)	UNCLASSIFIED	UNCLASSIFIED	N/A	0.5	Everglades National Park	EVERL97	11/26/2013	EVER-2013-SCI-0032	Hardwood Hammock, Everglades Nat. Park
EVG 7-49 (HH037CXNI12)	UNCLASSIFIED	UNCLASSIFIED	N/A	0.5	Everglades National Park	EVERL98	11/26/2013	EVER-2013-SCI-0032	Hardwood Hammock, Everglades Nat. Park
EVG 7-50 (HH037CXNI13)	UNCLASSIFIED	UNCLASSIFIED	N/A	0.5	Everglades National Park	EVERL99	11/26/2013	EVER-2013-SCI-0032	Hardwood Hammock, Everglades Nat. Park
EVG 7-53 (HH037CXCE03)	TOGAVIRIDAE	ALPHAVIRUS	EVERGLADES	0.5	Everglades National Park	EVERL100	5/29/2014	EVER-2013-SCI-0032	Hardwood Hammock, Everglades Nat. Park
EVG 7-54 (HH037CXCE04)	BUNYAVIRIDAE	ORTHOBUNYAVIRUS	MAHOGANY HAMMOCK	0.5	Everglades National Park	EVERL101	1/23/2014	EVER-2013-SCI-0032	Hardwood Hammock, Everglades Nat. Park
EVG 7-57 (HH038CXNI01)	REOVIRIDAE	ORBIVIRUS	N/A	0.5	Everglades National Park	EVERL102	10/21/2013	EVER-2013-SCI-0032	Hardwood Hammock, Everglades Nat. Park
EVG 7-60 (HH087CXCE01)	UNCLASSIFIED	UNCLASSIFIED	N/A	0.5	Everglades National Park	EVERL103	1/29/2014	EVER-2013-SCI-0032	Hardwood Hammock, Everglades Nat. Park
EVG 7-63 (HH038CXCE04)	BUNYAVIRIDAE	ORTHOBUNYAVIRUS	SHARK RIVER	0.5	Everglades National Park	EVERL104	11/1/2013	EVER-2013-SCI-0032	Hardwood Hammock, Everglades Nat. Park
EVG 7-65 (HH038CXCE06)	BUNYAVIRIDAE	ORTHOBUNYAVIRUS	MAHOGANY HAMMOCK	0.5	Everglades National Park	EVERL105	7/24/2015	EVER-2013-SCI-0032	Hardwood Hammock, Everglades Nat. Park
EVG 7-67 (HH038CXCE08)	BUNYAVIRIDAE	ORTHOBUNYAVIRUS	SHARK RIVER	0.5	Everglades National Park	EVERL106	7/24/2015	EVER-2013-SCI-0032	Hardwood Hammock, Everglades Nat. Park
EVG 7-78 (FA003ANCR07)	NEGEVIRUS	UNCLASSIFIED	N/A	0.5	Everglades National Park	EVERL107	10/21/2013	EVER-2013-SCI-0032	FA., Everglades Nat. Park
EVG 7-82 (FA003CXNI01)	UNCLASSIFIED	UNCLASSIFIED	N/A	0.5	Everglades National Park	EVERL108	11/26/2013	EVER-2013-SCI-0032	FA., Everglades Nat. Park
EVG 7-83 (FA003CXNI02)	UNCLASSIFIED	UNCLASSIFIED	N/A	0.5	Everglades National Park	EVERL109	11/26/2013	EVER-2013-SCI-0032	FA., Everglades Nat. Park
EVG 7-85 (FA003CXNI04)	UNCLASSIFIED	UNCLASSIFIED	N/A	0.5	Everglades National Park	EVERL110	11/26/2013	EVER-2013-SCI-0032	FA., Everglades Nat. Park
EVG 7-86 (FA003CXNI05)	UNCLASSIFIED	UNCLASSIFIED	N/A	0.5	Everglades National Park	EVERL111	11/26/2013	EVER-2013-SCI-0032	FA., Everglades Nat. Park
EVG 7-88 (FA003CXNI07)	UNCLASSIFIED	UNCLASSIFIED	N/A	0.5	Everglades National Park	EVERL112	1/23/2014	EVER-2013-SCI-0032	FA., Everglades Nat. Park
EVG 7-89 (FA 037CXCE01)	TOGAVIRIDAE	ALPHAVIRUS	EVERGLADES	0.5	Everglades National Park	EVERL113	1/23/2014	EVER-2013-SCI-0032	FA., Everglades Nat. Park
EVG 7-90 (FA 003CXCE02)	TOGAVIRIDAE	ALPHAVIRUS	EVERGLADES	0.5	Everglades National Park	EVERL114	8/1/2013	EVER-2013-SCI-0032	FA., Everglades Nat. Park
EVG 7-91 (FA003CXCE03)	UNCLASSIFIED	UNCLASSIFIED	N/A	0.5	Everglades National Park	EVERL115	11/26/2013	EVER-2013-SCI-0032	FA., Everglades Nat. Park
EVG 7-93 (FA003CXCE05)	UNCLASSIFIED	UNCLASSIFIED	N/A	0.5	Everglades National Park	EVERL116	11/26/2013	EVER-2013-SCI-0032	FA., Everglades Nat. Park
EVG 7-94 (FA003ANCR11)	NEGEVIRUS	UNCLASSIFIED	N/A	0.5	Everglades National Park	EVERL117	10/21/2013	EVER-2013-SCI-0032	FA., Everglades Nat. Park
EVG 7-95 (FA003ANCR12)	NEGEVIRUS	UNCLASSIFIED	N/A	0.5	Everglades National Park	EVERL118	2/12/2014	EVER-2013-SCI-0032	FA., Everglades Nat. Park
EVG 8-11 (MA016CXNI06)	UNCLASSIFIED	UNCLASSIFIED	N/A	0.5	Everglades National Park	EVERL119	11/26/2013	EVER-2013-SCI-0032	Mangrove, Everglades Nat. Park
EVG 8-12 (MA016CXNI07)	UNCLASSIFIED	UNCLASSIFIED	N/A	0.5	Everglades National Park	EVERL120	11/26/2013	EVER-2013-SCI-0032	Mangrove, Everglades Nat. Park
EVG 8-15 (MA016CXNI09)	UNCLASSIFIED	UNCLASSIFIED	N/A	0.5	Everglades National Park	EVERL121	2/12/2014	EVER-2013-SCI-0032	Mangrove, Everglades Nat. Park
EVG 8-19 (MA016CXCE03)	UNCLASSIFIED	UNCLASSIFIED	N/A	0.5	Everglades National Park	EVERL122	11/26/2013	EVER-2013-SCI-0032	Mangrove, Everglades Nat. Park
EVG 8-22 (MA016CXCE06)	BUNYAVIRIDAE	ORTHOBUNYAVIRUS	SHARK RIVER	0.5	Everglades National Park	EVERL123	11/1/2013	EVER-2013-SCI-0032	Mangrove, Everglades Nat. Park
EVG 8-27 (MA016CXCE11)	UNCLASSIFIED	UNCLASSIFIED	N/A	0.5	Everglades National Park	EVERL124	11/26/2013	EVER-2013-SCI-0032	Mangrove, Everglades Nat. Park
EVG 8-66 (MA021CXCE01)	TOGAVIRIDAE	ALPHAVIRUS	EVERGLADES	0.5	Everglades National Park	EVERL125	10/1/2013	EVER-2013-SCI-0032	Mangrove, Everglades Nat. Park
EVG 8-8 (MA016CXNI03)	NEGEVIRUS	UNCLASSIFIED	N/A	0.5	Everglades National Park	EVERL126	11/1/2013	EVER-2013-SCI-0032	Mangrove, Everglades Nat. Park
EVG 8-82 (MA025CXCE05)	BUNYAVIRIDAE	ORTHOBUNYAVIRUS	SHARK RIVER	0.5	Everglades National Park	EVERL127	11/26/2013	EVER-2013-SCI-0032	Mangrove, Everglades Nat. Park
EVG 8-83 (MA025CXCE06)	BUNYAVIRIDAE	ORTHOBUNYAVIRUS	N/A	0.5	Everglades National Park	EVERL128	1/23/2014	EVER-2013-SCI-0032	Mangrove, Everglades Nat. Park
EVG 8-85 (MA025CXCE08)	BUNYAVIRIDAE	ORTHOBUNYAVIRUS	MAHOGANY HAMMOCK	0.5	Everglades National Park	EVERL129	11/1/2013	EVER-2013-SCI-0032	Mangrove, Everglades Nat. Park
EVG 8-86 (MA025CXCE09)	BUNYAVIRIDAE	ORTHOBUNYAVIRUS	SHARK RIVER	0.5	Everglades National Park	EVERL130	11/26/2013	EVER-2013-SCI-0032	Mangrove, Everglades Nat. Park
EVG 8-98 (MA021CXBA04)	UNCLASSIFIED	UNCLASSIFIED	N/A	0.5	Everglades National Park	EVERL131	2/12/2014	EVER-2013-SCI-0032	Mangrove, Everglades Nat. Park
EVG 9-106 (PL010CXCE01)	BUNYAVIRIDAE	ORTHOBUNYAVIRUS	N/A	0.5	Everglades National Park	EVERL132	2/12/2014	EVER-2013-SCI-0032	Hardwood Hammock, Everglades Nat. Park

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UTMB No.	TAXON		Description and Quantity		National Park Unit	NPS Catalog # Living Coll.	Date of Deposit	NPS Permit #	Collecting Locality
	Family	Genus/Family	Virus ID (Lyo.)	mL.					
EVG 9-11 (MA025CXCE17)	UNCLASSIFIED	UNCLASSIFIED	N/A	0.5	Everglades National Park	EVERL133	2/12/2014	EVER-2013-SCI-0032	Mangrove, Everglades Nat. Park
EVG 9-117 (HH040CXNI03)	TOGAVIRIDAE	ALPHAVIRUS	EVERGLADES	0.5	Everglades National Park	EVERL134	10/21/2013	EVER-2013-SCI-0032	Hardwood Hammock, Everglades Nat. Park
EVG 9-120 (HH040CXNI06)	UNCLASSIFIED	UNCLASSIFIED	N/A	0.5	Everglades National Park	EVERL135	11/26/2013	EVER-2013-SCI-0032	Hardwood Hammock, Everglades Nat. Park
EVG 9-121 (HH040CXNI07)	UNCLASSIFIED	UNCLASSIFIED	N/A	0.5	Everglades National Park	EVERL136	11/26/2013	EVER-2013-SCI-0032	Hardwood Hammock, Everglades Nat. Park
EVG 9-125 (HH040CXNI11)	UNCLASSIFIED	UNCLASSIFIED	N/A	0.5	Everglades National Park	EVERL137	11/26/2013	EVER-2013-SCI-0032	Hardwood Hammock, Everglades Nat. Park
EVG 9-128 (HH040CXNI14)	UNCLASSIFIED	UNCLASSIFIED	N/A	0.5	Everglades National Park	EVERL138	11/26/2013	EVER-2013-SCI-0032	Hardwood Hammock, Everglades Nat. Park
EVG 9-134 (HH040CXCE04)	BUNYAVIRIDAE	ORTHOBUNYAVIRUS	N/A	0.5	Everglades National Park	EVERL139	2/12/2014	EVER-2013-SCI-0032	Hardwood Hammock, Everglades Nat. Park
EVG 9-136 (HH041CXNI01)	UNCLASSIFIED	UNCLASSIFIED	N/A	0.5	Everglades National Park	EVERL140	2/12/2014	EVER-2013-SCI-0032	Hardwood Hammock, Everglades Nat. Park
EVG 9-137 (HH041CXNI02)	BUNYAVIRIDAE	UNASSIGNED	N/A	0.5	Everglades National Park	EVERL141	1/23/2014	EVER-2013-SCI-0032	Hardwood Hammock, Everglades Nat. Park
EVG 9-139 (HH041CXNI04)	FLAVIVIRIDAE	FLAVIVIRUS	SLE (St. Louis Enc.)	0.5	Everglades National Park	EVERL142	11/1/2013	EVER-2013-SCI-0032	Hardwood Hammock, Everglades Nat. Park
EVG 9-141 (HH041CXNI06)	UNCLASSIFIED	UNCLASSIFIED	N/A	0.5	Everglades National Park	EVERL143	2/28/2014	EVER-2013-SCI-0032	Hardwood Hammock, Everglades Nat. Park
EVG 9-142 (HH041CXNI07)	UNCLASSIFIED	UNCLASSIFIED	N/A	0.5	Everglades National Park	EVERL144	2/12/2014	EVER-2013-SCI-0032	Hardwood Hammock, Everglades Nat. Park
EVG 9-143 (HH041CXNI08)	UNCLASSIFIED	UNCLASSIFIED	N/A	0.5	Everglades National Park	EVERL145	2/12/2014	EVER-2013-SCI-0032	Hardwood Hammock, Everglades Nat. Park
EVG 9-148 (HH041CXCE03)	UNCLASSIFIED	UNCLASSIFIED	N/A	0.5	Everglades National Park	EVERL146	11/26/2013	EVER-2013-SCI-0032	Hardwood Hammock, Everglades Nat. Park
EVG 9-151 (HH041CXCE06)	NEGEVIRUS	UNCLASSIFIED	N/A	0.5	Everglades National Park	EVERL147	11/26/2013	EVER-2013-SCI-0032	Hardwood Hammock, Everglades Nat. Park
EVG 9-156 (FA001ANCR01)	UNCLASSIFIED	UNCLASSIFIED	N/A	0.5	Everglades National Park	EVERL148	11/26/2013	EVER-2013-SCI-0032	FA., Everglades Nat. Park
EVG 9-157 (FA001ANCR02)	UNCLASSIFIED	UNCLASSIFIED	N/A	0.5	Everglades National Park	EVERL149	11/26/2013	EVER-2013-SCI-0032	FA., Everglades Nat. Park
EVG 9-158 (FA001ANCR03)	UNCLASSIFIED	UNCLASSIFIED	N/A	0.5	Everglades National Park	EVERL150	11/26/2013	EVER-2013-SCI-0032	FA., Everglades Nat. Park
EVG 9-159 (FA001CXNI01)	UNCLASSIFIED	UNCLASSIFIED	N/A	0.5	Everglades National Park	EVERL151	11/26/2013	EVER-2013-SCI-0032	FA., Everglades Nat. Park
EVG 9-160 (FA001CXNI02)	UNCLASSIFIED	UNCLASSIFIED	N/A	0.5	Everglades National Park	EVERL152	11/26/2013	EVER-2013-SCI-0032	FA., Everglades Nat. Park
EVG 9-161 (FA001CXNI03)	UNCLASSIFIED	UNCLASSIFIED	N/A	0.5	Everglades National Park	EVERL153	2/12/2014	EVER-2013-SCI-0032	FA., Everglades Nat. Park
EVG 9-162 (FA001CXCE01)a	NEGEVIRUS	UNCLASSIFIED	N/A	0.5	Everglades National Park	EVERL154	1/30/2015	EVER-2013-SCI-0032	FA., Everglades Nat. Park
EVG 9-162 (FA001CXCE01)b	TOGAVIRIDAE	ALPHAVIRUS	EVERGLADES	0.5	Everglades National Park	EVERL155	10/21/2013	EVER-2013-SCI-0032	FA., Everglades Nat. Park
EVG 9-163 (FA001CXNI02)	UNCLASSIFIED	UNCLASSIFIED	N/A	0.5	Everglades National Park	EVERL156	2/12/2014	EVER-2013-SCI-0032	FA., Everglades Nat. Park
EVG 9-164 (FA001AEAT01)	TOGAVIRIDAE	ALPHAVIRUS	EVERGLADES	0.5	Everglades National Park	EVERL157	11/1/2013	EVER-2013-SCI-0032	FA., Everglades Nat. Park
EVG 9-165 (FA002ANCR01)	UNCLASSIFIED	UNCLASSIFIED	N/A	0.5	Everglades National Park	EVERL158	1/23/2014	EVER-2013-SCI-0032	FA., Everglades Nat. Park
EVG 9-166 (FA002ANCR02)	UNCLASSIFIED	UNCLASSIFIED	N/A	0.5	Everglades National Park	EVERL159	11/26/2013	EVER-2013-SCI-0032	FA., Everglades Nat. Park
EVG 9-168 (FA002ANCR04)	UNCLASSIFIED	UNCLASSIFIED	N/A	0.5	Everglades National Park	EVERL160	11/26/2013	EVER-2013-SCI-0032	FA., Everglades Nat. Park
EVG 9-170 (FA002ANCR06)	UNCLASSIFIED	UNCLASSIFIED	N/A	0.5	Everglades National Park	EVERL161	11/26/2013	EVER-2013-SCI-0032	FA., Everglades Nat. Park
EVG 9-171 (FA002CXNI01)	UNCLASSIFIED	UNCLASSIFIED	N/A	0.5	Everglades National Park	EVERL162	11/26/2013	EVER-2013-SCI-0032	FA., Everglades Nat. Park
EVG 9-172 (FA002CXNI02)	UNCLASSIFIED	UNCLASSIFIED	N/A	0.5	Everglades National Park	EVERL163	11/26/2013	EVER-2013-SCI-0032	FA., Everglades Nat. Park
EVG 9-173 (FA002CXCE01)	BUNYAVIRIDAE	ORTHOBUNYAVIRUS	GUMBO LIMBO	0.5	Everglades National Park	EVERL164	2/12/2014	EVER-2013-SCI-0032	FA., Everglades Nat. Park
EVG 9- 174 (FA005CXNI04)	UNCLASSIFIED	UNCLASSIFIED	N/A	0.5	Everglades National Park	EVERL165	2/28/2014	EVER-2013-SCI-0032	FA., Everglades Nat. Park
EVG 9 - 175 (FA004ANCR01)	UNCLASSIFIED	UNCLASSIFIED	N/A	0.5	Everglades National Park	EVERL166	2/28/2014	EVER-2013-SCI-0032	FA., Everglades Nat. Park
EVG 9-178 (FA004ANCR05)	UNCLASSIFIED	UNCLASSIFIED	N/A	0.5	Everglades National Park	EVERL167	11/26/2013	EVER-2013-SCI-0032	FA., Everglades Nat. Park
EVG 9 - 183 (FA005ANCR01)	NEGEVIRUS	UNCLASSIFIED	N/A	0.5	Everglades National Park	EVERL168	2/28/2014	EVER-2013-SCI-0032	FA., Everglades Nat. Park
EVG 9-184 (FA005ANCR02)	UNCLASSIFIED	UNCLASSIFIED	N/A	0.5	Everglades National Park	EVERL169	11/26/2013	EVER-2013-SCI-0032	FA., Everglades Nat. Park
EVG 9-185 (FA005ANCR03)	UNCLASSIFIED	UNCLASSIFIED	N/A	0.5	Everglades National Park	EVERL170	11/26/2013	EVER-2013-SCI-0032	FA., Everglades Nat. Park
EVG 9-186 (FA005CXNI01)	UNCLASSIFIED	UNCLASSIFIED	N/A	0.5	Everglades National Park	EVERL171	11/26/2013	EVER-2013-SCI-0032	FA., Everglades Nat. Park
EVG 9-187 (FA005CXNI02)	UNCLASSIFIED	UNCLASSIFIED	N/A	0.5	Everglades National Park	EVERL172	11/26/2013	EVER-2013-SCI-0032	FA., Everglades Nat. Park
EVG 9-188 (FA005CXNI03)	UNCLASSIFIED	UNCLASSIFIED	N/A	0.5	Everglades National Park	EVERL173	11/26/2013	EVER-2013-SCI-0032	FA., Everglades Nat. Park
EVG 9-189 (FA005CXNI04)	UNCLASSIFIED	UNCLASSIFIED	N/A	0.5	Everglades National Park	EVERL174	2/28/2014	EVER-2013-SCI-0032	FA., Everglades Nat. Park
EVG 9-190 (FA005CXCE01)	BUNYAVIRIDAE	ORTHOBUNYAVIRUS	MAHOGANY HAMMOCK	0.5	Everglades National Park	EVERL175	11/1/2013	EVER-2013-SCI-0032	FA., Everglades Nat. Park
EVG 9-191 (FA002URLO01)	UNCLASSIFIED	UNCLASSIFIED	N/A	0.5	Everglades National Park	EVERL176	2/12/2014	EVER-2013-SCI-0032	FA., Everglades Nat. Park
EVG 9-193(FA002AEAT01)	UNCLASSIFIED	UNCLASSIFIED	N/A	0.5	Everglades National Park	EVERL177	2/12/2014	EVER-2013-SCI-0032	FA., Everglades Nat. Park
EVG 9-195 (FA001MADY01)	UNCLASSIFIED	UNCLASSIFIED	N/A	0.5	Everglades National Park	EVERL178	2/12/2014	EVER-2013-SCI-0032	FA., Everglades Nat. Park
EVG 9-196 (FA001PSFE01)	NEGEVIRUS	UNCLASSIFIED	N/A	0.5	Everglades National Park	EVERL179	2/12/2014	EVER-2013-SCI-0032	FA., Everglades Nat. Park

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UTMB No.	TAXON		Description and Quantity		National Park Unit	NPS Catalog # Living Coll.	Date of Deposit	NPS Permit #	Collecting Locality
	Family	Genus/Family	Virus ID (Lyo.)	mL.					
EVG 9-197 (FA001URLO01)	UNCLASSIFIED	UNCLASSIFIED	N/A	0.5	Everglades National Park	EVERL180	2/12/2014	EVER-2013-SCI-0032	FA., Everglades Nat. Park
EVG 9-226 (FA004CXCE01)	NEGEVIRUS	UNCLASSIFIED	N/A	0.5	Everglades National Park	EVERL181	1/23/2014	EVER-2013-SCI-0032	FA., Everglades Nat. Park
EVG 9-227 (FA004CXNI02)	UNCLASSIFIED	UNCLASSIFIED	N/A	0.5	Everglades National Park	EVERL182	2/28/2014	EVER-2013-SCI-0032	FA., Everglades Nat. Park
EVG 9-228 (FA004ANCR06)	NEGEVIRUS	UNCLASSIFIED	N/A	0.5	Everglades National Park	EVERL183	2/28/2014	EVER-2013-SCI-0032	FA., Everglades Nat. Park
EVG 9-230 (FA004CXNI01)	UNCLASSIFIED	UNCLASSIFIED	N/A	0.5	Everglades National Park	EVERL184	11/26/2013	EVER-2013-SCI-0032	FA., Everglades Nat. Park
EVG 9-25 (MA023CXNI03)	UNCLASSIFIED	UNCLASSIFIED	N/A	0.5	Everglades National Park	EVERL185	2/28/2014	EVER-2013-SCI-0032	Mangrove, Everglades Nat. Park
EVG 9-38 (MA024ANCR04)	BUNYAVIRIDAE	UNASSIGNED	N/A	0.5	Everglades National Park	EVERL186	1/23/2014	EVER-2013-SCI-0032	Mangrove, Everglades Nat. Park
EVG 9-80 (HH042CXNI06)	UNCLASSIFIED	UNCLASSIFIED	N/A	0.5	Everglades National Park	EVERL187	1/23/2014	EVER-2013-SCI-0032	Hardwood Hammock, Everglades Nat. Park
EVG 9-85 (HH042CXNI11)	FLAVIVIRIDAE/Mesoni	FLAVIVIRUS/Unclassified	N/A	0.5	Everglades National Park	EVERL188	1/23/2014	EVER-2013-SCI-0032	Hardwood Hammock, Everglades Nat. Park
EVG 9-92 (HH042CXCE01)	NEGEVIRUS	UNCLASSIFIED	N/A	0.5	Everglades National Park	EVERL189	2/28/2014	EVER-2013-SCI-0032	Hardwood Hammock, Everglades Nat. Park
EVG 9-93 (HH042CXCE02)	BUNYAVIRIDAE	ORTHOBUNYAVIRUS	N/A	0.5	Everglades National Park	EVERL190	2/12/2014	EVER-2013-SCI-0032	Hardwood Hammock, Everglades Nat. Park

APPENDIX 2
NATIONAL PARK SERVICE
MATERIAL TRANSFER AGREEMENT
For Use with the NPS Special Collection at University of Texas Medical Branch

The University of Texas Medical Branch (UTMB) is providing the Recipient Organization and Recipient Scientist with biological material (Material) that requires authorization from the National Park Service (NPS) prior to distribution. This NPS Material Transfer Agreement (MTA) supplements other agreements and provisions of UTMB. In the event of conflict, the terms of this Agreement shall supersede. NPS authorizes UTMB to execute this MTA on its behalf.

I. Definitions and Identifications:

1. PROVIDER: National Park Service, _____
(NPS Unit)

Contact name and title: _____

Address: _____

Telephone and email: _____

2. PROVIDER ORGANIZATION: University of Texas Medical Branch, World Reference Center for Emerging Viruses and Arboviruses (WRCEVA), 301 University Boulevard, Galveston, TX 77555-0609

3. RECIPIENT ORGANIZATION: Organization receiving the PROVIDED ITEMS(S). The name of this party is:
Institution/organization name: _____

Address: _____

Telephone and email: _____

4. RECIPIENT SCIENTIST (must be affiliated with Recipient Organization):

Recipient Scientist name and title: _____

Address: _____

Telephone and email: _____

5. RECIPIENT ORGANIZATION/SCIENTIST: The RECIPIENT ORGANIZATION and the RECIPIENT SCIENTIST.

6. PROVIDED ITEM(S):

The MATERIAL provided to the RECIPIENT ORGANIZATION is:

Scientific Name or description: _____

Container type, size/volume, quantity: _____

NPS Scientific Research and Collecting Permit number associated with COLLECTED SPECIMEN: _____

Applicable park-specific permit conditions: _____

Locality where COLLECTED SPECIMEN was collected: _____

Collection Number for COLLECTED SPECIMEN (field number that the collector assigned to the specimen): _____

NPS Catalog Number: _____

UTMB-WRCEVA Catalog Number: _____

7. 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.

8. MATERIAL: PROGENY and UNMODIFIED DERIVATIVES of COLLECTED SPECIMENS, museum specimens, living collection items, and multiple generations thereof. The MATERIAL does not include a) MODIFICATIONS or b) other substances created by a person through use of the MATERIAL that are not MODIFICATIONS, PROGENY, or UNMODIFIED DERIVATIVES.

9. PROGENY: Unmodified descendant from the COLLECTED SPECIMEN or MATERIAL, such as virus from virus, cell from cell, or organism from organism.

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10. 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.

11. MODIFICATION: Substance created by the RECIPIENT ORGANIZATION that contains or incorporates MATERIAL.

12. COMMERCIAL PURPOSE: Use of MATERIAL or MODIFICATIONS or RESEARCH RESULTS in a product, service, or process that results in a product or service that is sold, leased, licensed, or otherwise transferred for value received. Note: COLLECTED SPECIMENS, including COLLECTED SPECIMENS that are permanently retained in museum and living collections may not be used for COMMERCIAL PURPOSES.

13. 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 the RECIPIENT ORGANIZATION.

II. Terms and Conditions of this Agreement

1. The RECIPIENT ORGANIZATION/SCIENTIST agree that PROVIDED ITEMS and MATERIAL:

(a) are to be used solely for non-commercial scientific and educational purposes, as described in Attachment 1, the Proposed Research/Use Plan;

(b) will not be used in human subjects, in clinical trials, or for diagnostic purposes involving human subjects without the written consent of the PROVIDER AND PROVIDER ORGANIZATION;

(c) are to be used only at the RECIPIENT ORGANIZATION and only in the RECIPIENT SCIENTIST's laboratory under the direction of the RECIPIENT SCIENTIST or others working under his/her direct supervision; and

(d) will not be transferred to anyone else within the RECIPIENT ORGANIZATION or to other Third Parties without the prior written consent of the PROVIDER and execution of an appropriate NPS agreement.

(e) are subject to the current WRCEVA Material Transfer and Limited Use Agreement, which signifies the RECIPIENT ORGANIZATION/SCIENTISTS's acceptance of the terms and conditions set forth therein.

2. The RECIPIENT ORGANIZATION/SCIENTIST agree to annually notify the PROVIDER of any and all MATERIAL and MODIFICATIONS that result from the research described in Attachment 1.

3. The RECIPIENT ORGANIZATION/SCIENTIST agree to refer to the PROVIDER any third-party request for the PROVIDED ITEMS or MATERIAL other than requests from those persons working under the RECIPIENT SCIENTIST's direct supervision in the RECIPIENT SCIENTIST'S laboratory.

4. Under a separate agreement, the PROVIDER may allow the RECIPIENT ORGANIZATION to distribute MODIFICATIONS to third parties for non-commercial scientific and educational purposes only. Such agreement will be subject to Condition 7 below.

5. The RECIPIENT ORGANIZATION/SCIENTIST agree to notify the PROVIDER of every discovery or invention that relates in any respect to RESEARCH RESULTS, including MODIFICATIONS, derived from study of PROVIDED ITEMS prior to any public disclosure, within thirty (30) days of making an invention disclosure to the person(s) responsible for patent matters in the inventing organization, and within thirty (30) days of filing any type of application for a patent or other intellectual property claim in the United States or other country. Parties that elect not to file patent applications on such subject inventions must so advise PROVIDER no less than thirty (30) days prior to any disclosure to the public and within (90) days from the date of notifying PROVIDER of the subject inventions.

6. Except as provided in this Agreement, no express or implied licenses or other rights are provided to the RECIPIENT ORGANIZATION/SCIENTIST under any patents, patent applications, trade secrets or other proprietary rights of the PROVIDER or PROVIDER ORGANIZATION, including any altered forms of the COLLECTED SPECIMEN or MATERIAL made by the PROVIDER or PROVIDER ORGANIZATION. In particular, no express or implied licenses or other rights are granted to use the

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PROVIDED ITEMS, MATERIAL, MODIFICATIONS, or any related patents of the PROVIDER or PROVIDER ORGANIZATION for COMMERCIAL PURPOSES.

7. If the RECIPIENT ORGANIZATION/SCIENTIST desires to use or license MATERIAL or MODIFICATIONS or RESEARCH RESULTS they create from the PROVIDED ITEMS for COMMERCIAL PURPOSES, the RECIPIENT ORGANIZATION and RECIPIENT SCIENTIST agree, in advance of such use, to negotiate in good faith with the PROVIDER to establish the terms of a commercial use agreement, benefits-sharing agreement, or license. The RECIPIENT ORGANIZATION/SCIENTIST understand that the PROVIDER shall have no obligation to grant such a license or agreement to the RECIPIENT ORGANIZATION/SCIENTIST and may grant exclusive or non-exclusive commercial licenses to others, or sell or assign all or part of the PROVIDER'S rights in the MATERIAL to any third party(ies), subject to any pre-existing rights held by others and obligations to the Federal Government. If RECIPIENT ORGANIZATION/SCIENTIST are party to a current benefit-sharing or other equivalent agreement or either RECIPIENT ORGANIZATION or RECIPIENT SCIENTIST is a licensee or sub-licensee of a third party with a current benefit-sharing or other equivalent agreement, this condition applies only to commercial uses of MATERIAL, MODIFICATIONS, or RESEARCH RESULTS other than those uses identified in the aforementioned agreement(s).

8. Any PROVIDED ITEM delivered pursuant to this Agreement is understood to be as collected or as prepared by the PROVIDER ORGANIZATION, to be experimental in nature, and to potentially have hazardous properties. The PROVIDER MAKES NO REPRESENTATIONS AND EXTENDS NO WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE USE OF MATERIAL WILL NOT INFRINGE ANY PATENT, COPYRIGHT, TRADEMARK, OR OTHER PROPRIETARY RIGHTS.

9. Except to the extent prohibited by law, the RECIPIENT ORGANIZATION/SCIENTIST assume all liability for damages that may arise from their use of the PROVIDED ITEM or MATERIAL or RESEARCH RESULTS, or from their storage or disposal of the PROVIDED ITEM. RECIPIENT ORGANIZATION/SCIENTIST agrees to hold harmless and indemnify PROVIDER and PROVIDER ORGANIZATION for any claim asserted by a third party related to RECIPIENT ORGANIZATION/SCIENTIST use, storage, or disposal of the PROVIDED ITEM, MATERIAL OR RESEARCH RESULTS. The PROVIDER and PROVIDER ORGANIZATION will not be liable to the RECIPIENT ORGANIZATION/SCIENTIST for any loss, claim or demand made by the RECIPIENT ORGANIZATION/SCIENTIST, or made against the RECIPIENT ORGANIZATION/SCIENTIST by any other party, due to or arising from the use of the PROVIDED ITEM or MATERIAL or RESEARCH RESULTS by the RECIPIENT ORGANIZATION/SCIENTIST, except to the extent permitted by the applicable law and Constitution of PROVIDER ORGANIZATION'S state, as such related to PROVIDER ORGANIZATION, when caused by the gross negligence or willful misconduct of the PROVIDER or PROVIDER ORGANIZATION.

10. This agreement shall not be interpreted to prevent or delay publication of findings and RESEARCH RESULTS from the use of the PROVIDED ITEM or MATERIAL or MODIFICATIONS. The RECIPIENT SCIENTIST agrees to provide appropriate acknowledgement of the source of the PROVIDED ITEM in all publications and other references including patent applications. The credit shall include the full name of the PROVIDER, the full name of the PROVIDER ORGANIZATION, the Permit number, the scientific name of the PROVIDED ITEM, the scientific name of any other MATERIAL, and, as applicable, NPS and other catalog number(s). RECIPIENT ORGANIZATION/SCIENTIST agrees to acknowledge World Reference Center for Emerging Viruses and Arboviruses (WRCEVA), as academically and scientifically appropriate, based on provision of the Material or other direct contribution to the Research. RECIPIENT ORGANIZATION/SCIENTIST agree to give PROVIDER a copy of any final reports, publications, or, in the absence of final reports and publications, other findings and RESEARCH RESULTS from use of the PROVIDED ITEMS and MATERIAL.

11. By accepting the PROVIDED ITEM, RECIPIENT ORGANIZATION/SCIENTIST agree to comply with all applicable terms and conditions of the NPS Scientific Research and Collecting Permit cited under Section I.6, including General Conditions available on the NPS Research Permit and Reporting System (RPRS) web site at <https://www.nps.gov/subjects/science/general-conditions-for-scientific-research-and-collecting-permits.htm> and park-specific permit conditions, if any, that are identified in I.6 and/or available by searching under the permit number on the RPRS web site at <https://irma.nps.gov/rprs/Permit/Search>.

12. The RECIPIENT ORGANIZATION/SCIENTIST agree to use the PROVIDED ITEM and any MATERIAL and RESEARCH RESULTS in compliance with all applicable statutes and regulations, including Department of Agriculture, Public Health Service and National Institutes of Health regulations and guidelines, such as those relating to research involving the use of animals or recombinant DNA. RECIPIENT ORGANIZATION/SCIENTIST are responsible for compliance with all applicable foreign and domestic federal, state and local statutes, ordinances and regulations. Any shipment of the PROVIDED ITEMS and/or MATERIAL to countries outside the United States must comply with all applicable U.S. laws, including the U.S. export control laws and related regulations. RECIPIENT ORGANIZATION/SCIENTIST agree that MATERIAL designated Class II, III, or IV constitute known pathogens and that other

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MATERIAL, not so designated may be pathogenic under certain conditions. **THE RECIPIENT ORGANIZATION/SCIENTIST RECOGNIZE THE POTENTIAL HAZARD OF UTILIZING THE MATERIAL AND UNDERSTAND THAT THE APPROPRIATE PRECAUTIONS TO MINIMIZE ANY HEALTH RISK BECOME FULLY THE RECIPIENT ORGANIZATION/SCIENTIST'S RESPONSIBILITY.**

13. This Agreement will terminate on the earliest of the following dates: (a) when the RECIPIENT ORGANIZATION/SCIENTIST return the PROVIDED ITEMS and all MATERIAL to the PROVIDER or follow the PROVIDER's written instructions for disposition; (b) when the RECIPIENT ORGANIZATION/SCIENTIST notify and provide written evidence to the PROVIDER that the PROVIDED ITEMS and MATERIAL have been consumed in analysis or destroyed, consistent with any paragraph 17 below, and nothing remains; (c) on completion of the RECIPIENT ORGANIZATION/SCIENTIST's research described in Attachment 1; (d) on thirty (30) days written notice by either party to the other; or (e) on the date, if any, herein specified _____, provided that:

(i) if termination should occur under 13(a), (b), or (c), above, the RECIPIENT ORGANIZATION/SCIENTIST will discontinue use of the PROVIDED ITEMS and MATERIAL and will, upon direction of the PROVIDER, return or destroy any remaining PROVIDED ITEM or MATERIAL. The RECIPIENT ORGANIZATION, at its discretion, will also either destroy the MODIFICATIONS it has developed or remain bound to the PROVIDER by the terms of this agreement as they apply to MODIFICATIONS and RESEARCH RESULTS; and

(ii) in the event the PROVIDER terminates this Agreement under 13(d) other than for breach of this Agreement or for cause such as an imminent health risk or patent infringement, the PROVIDER will defer the effective date of termination for a period of up to one year, upon request from the RECIPIENT ORGANIZATION, to permit completion of research in progress. Upon the effective date of termination, or if requested, the deferred effective date of termination, RECIPIENT ORGANIZATION/SCIENTIST will discontinue their use of the PROVIDED ITEMS and MATERIAL and will, upon written direction of the PROVIDER, return or destroy any remaining PROVIDED ITEMS and MATERIAL, or follow other written disposition instructions that the PROVIDER may issue. The RECIPIENT ORGANIZATION/SCIENTIST, at their discretion, will also either destroy the MODIFICATIONS or remain bound to the PROVIDER by the terms of this agreement as they apply to MODIFICATIONS and RESEARCH RESULTS.

14. Under Section II, paragraphs 3, 4, 5, 6, 7, 8, 9, 10, 11, and 12 shall survive termination.

15. The PROVIDED ITEMS are supplied at no charge by the PROVIDER. The PROVIDER ORGANIZATION may charge a fee to cover certain costs.

16. RECIPIENT ORGANIZATION/SCIENTIST represents, that all information provided to PROVIDER ORGANIZATION in connection with this request is true, correct and complete, including, without limitation, any information provided for use in obtaining any license, permit or other authorization with respect to orders hereunder or otherwise complying with applicable law and regulations.

17. If any provision of this Agreement shall be found by a court to be void, invalid, illegal or otherwise unenforceable, the same shall be reformed to comply with applicable law or stricken if not so conformable, so as not to affect the validity or enforceability of this Agreement.

18. Both the RECIPIENT ORGANIZATION and the RECIPIENT SCIENTIST must agree to the terms of this Agreement by signing below. The RECIPIENT SCIENTIST must sign on his/her own behalf; the RECIPIENT ORGANIZATION's signature must be on behalf of both the RECIPIENT ORGANIZATION and the RECIPIENT SCIENTIST.

BY SIGNING BELOW, EACH PARTY, OR EACH PARTY'S DULY AUTHORIZED REPRESENTATIVE ON BEHALF OF HIS/HER RESPECTIVE PARTY, ACKNOWLEDGES THAT IT HAS READ AND UNDERSTANDS THIS NATIONAL PARK SERVICE AGREEMENT AND UNDERSTANDS AND AGREES TO ITS TERMS AND CONDITIONS.

---Signatures are on next page---

REPOSITORY AGREEMENT NPS/UTMB

RECIPIENT ORGANIZATION:

Responsible Official Signature

Date: _____

Responsible Official Name and Title

RECIPIENT SCIENTIST:

Recipient Scientist Signature

Date: _____

Recipient Scientist Name and Title

PROVIDER ORGANIZATION (as authorized by the NPS PROVIDER to execute this agreement):

Responsible Official Signature

Date: _____

Name and Title of Responsible Official
University of Texas Medical Branch, World Reference Center for Emerging Viruses and Arboviruses

REPOSITORY AGREEMENT NPS/UTMB

**National Park Service Material Transfer Agreement
Attachment 1
Proposed Research/Use Plan**

APPENDIX 3

NATIONAL PARK SERVICE SPECIAL COLLECTION DEPOSIT REQUEST FORM THE WORLD REFERENCE CENTER FOR EMERGING VIRUSES AND ARBOVIRUSES UNIVERSITY OF TEXAS MEDICAL BRANCH

Instructions: *If the applicable Scientific Research and Collecting Permit does not identify UTMB as the designated repository for NPS Specimens and Material to be permanently retained, UTMB works with the permittee who collected the NPS Specimen(s) to submit this completed form to the park permit coordinator requesting NPS approval for addition of the NPS Specimens and/or Material to the UTMB collection. NPS returns the approved form to UTMB. Upon receipt of the Specimens/Material, UTMB updates the Master List of Deposited NPS Specimens and Material and forwards it to NPS. This deposit request is subject to the General Conditions of the Scientific Research and Collecting Permit (available at <https://www.nps.gov/subjects/science/general-conditions-for-scientific-research-and-collecting-permits.htm>) and any other permit-specific conditions in the permits identified herein and park-specific conditions cited below.*

I. Definitions

- A. **“NPS Specimen”** shall mean the item collected by the permittee under the authority of an NPS Scientific Research and Collecting Permit, and portions thereof. NPS Specimens are natural products. Also known as “Collected Specimen.” Note: For the purposes of this document, all NPS Specimens are living unless specifically described as non-living.
- B. **“Material”** shall mean Progeny and Unmodified Derivatives of Collected Specimens, Museum Specimens, Living Collection items, and multiple generations thereof. The Material does not include a) Modifications or b) other substances created by a person through use of the Material that are not Modifications, Progeny, or Unmodified Derivatives. See Modification.” Note: For the purposes of this document, all NPS Specimens are living unless specifically described as non-living.
- C. **“Modification”** shall mean a human-created substance that contains or incorporates Material (Progeny and/or Unmodified Derivatives).
- D. **“Progeny”** shall mean unmodified descendant from a Collected Specimen or Material, such as virus from virus, cell from cell, or organism from organism.
- E. **“Unmodified Derivative”** means 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.

II. Description of NPS Specimens and NPS Material proposed for deposit (*repeat information as needed for each proposed item*)

A. NPS Specimen

Taxon:

Description and quantity:

NPS unit where collected:

Permit number:

Applicable park-specific permit conditions:

If specimen is not in custody of the permittee, list NPS Agreement authorizing custody:

Collecting Locality:

REPOSITORY AGREEMENT NPS/UTMB

Collector's number:
NPS Catalog number:

B. NPS Material

Taxon:
Description and quantity:
NPS unit where related NPS Specimen was collected:
Permit number:
Applicable park-specific permit conditions:
If specimen is not in custody of the permittee, list NPS Agreement authorizing custody:
Collecting Locality:
Collector's number:
NPS Catalog number:

III. Identification of Researcher

Researcher is (*check one*) ☐ Permittee ☐ Other Researcher with authorized custody

Name:
Title:
Institution:
Address:

Telephone:
Cell:
Fax:
Email:

Applicable Scientific Research and Collecting Permit Number:

If Specimens and/or Material are not in custody of permittee authorized under a Scientific Research and Collecting Permit, identify the authorization for custody of the Specimens/Material here and attach a copy:

---Signatures are on next page---

REPOSITORY AGREEMENT NPS/UTMB

IV. Signatures

UTMB hereby requests authorization, under the terms of the Agreement between the National Park Service and the University of Texas Medical Branch, to receive on loan deposit of the NPS Specimens/Material described above:

UTMB Responsible Official Signature

Date: _____

UTMB Responsible Official Name and Title

NPS hereby approves deposit of the NPS Specimens/Material described above in the NPS special collection at UTMB.

Superintendent Signature

Date: _____

Superintendent Name, Park Unit

APPENDIX 4

**THE WORLD REFERENCE CENTER FOR EMERGING VIRUSES AND ARBOVIRUSES
UNIVERSITY OF TEXAS MEDICAL BRANCH**

MATERIAL TRANSFER AND LIMITED USE AGREEMENT

The World Reference Center for Emerging Viruses and Arboviruses (“WRCEVA”), through the University of Texas Medical Branch at Galveston, d/b/a UTMB Health (“UTMB”), a health institution of The University of Texas System (“System”), an agency of the state of Texas, located at 301 University, Galveston, TX 77555-0926, is willing to transfer the requested materials to you on the following conditions.

The parties to this Agreement are _____ hereinafter “RECIPIENT”, and UTMB. The research (as hereinafter defined) will be conducted by RECIPIENT under the supervision of _____, hereinafter “SCIENTIST”.

1. The Material that is covered by this Agreement includes _____ that will be provided by UTMB or received by RECIPIENT from UTMB, hereinafter “Material.” For the purpose of this Agreement, “Material” means any material or portion thereof shipped to the RECIPIENT by WRCEVA. For the purpose of this Agreement, “Replicates” means any biological or chemical material that represents a substantially unmodified copy of the Material. Replicates include but are not limited to material produced by growth of cells or microorganisms or amplification of Material. For the purpose of this Agreement, “Derivative” means material created from the Material that is substantially modified to have new properties. Derivative includes, but is not limited to, recombinant DNA clones made using a vector. UTMB shall be free, in its sole discretion, to distribute the Material to others and to use it for its own purpose. Recipient shall not distribute, transfer, recreate for commercial use, or release the Material to any person or entity other than laboratory personnel under Recipient Scientist’s direct supervision, unless written permission is obtained from UTMB. In addition, Recipient shall refer all requests for materials transferred hereunder to UTMB.
2. This Agreement applies to the use, handling, sale, distribution and any disposition of the Material, Replicates, and Derivatives.
3. Subject to the terms and conditions of this Agreement and any statutory, regulatory or other restriction imposed by law or any third-party interest, the RECIPIENT may use the Material, Replicates, or Derivatives in any lawful manner for the purpose of scientific research.
4. RECIPIENT agrees that all of its SCIENTISTS who are involved in the Research, will have read the terms and conditions of this Agreement, and are obligated to abide by the terms and conditions of this Agreement as if each were a signatory hereto.
5. If a scientific disclosure or publication comes about, RECIPIENT agrees to acknowledge World Reference Center for Emerging Viruses and Arboviruses (WRCEVA), as academically and scientifically appropriate, based on provision of the Material or other direct contribution to the Research.

REPOSITORY AGREEMENT NPS/UTMB

6. RECIPIENT represents that within their laboratory (i) access to the Material, Replicates or Derivatives will be restricted to personnel capable and qualified to safely handle the Material, Replicates, or Derivatives and (ii) RECIPIENT shall exercise the utmost care, taking into account the unique characteristics of the Material, to maintain and use the Material, Replicates, or Derivatives and appropriate precautions to minimize any risk of harm to persons and property and to safeguard them from theft or misuse. RECIPIENT agrees that Material or Replicates designated Class II, III, or IV constitute known pathogens and that other Material, not so designated or Derivatives may be pathogenic under certain conditions.
7. RECIPIENT represents, that all information provided to WRCEVA in connection with this request is true, correct and complete, including, without limitation, any information provided for use in obtaining any license, permit or other authorization with respect to orders hereunder or otherwise complying with applicable law and regulations. RECIPIENT agrees to comply with all restrictions on export from the United States and re-export from other countries set forth in the export license and any other permit or authorization required by law for the Material, Replicates, and Derivatives and/or any information provided therewith or derived there from, and are responsible for obtaining any re-export authorization before transferring the Material, Replicates, or Derivatives provided hereunder or derived therefrom to another country or national thereof. With respect to transfers of Material, Replicates, or Derivatives to destinations outside the United States, (i) RECIPIENT assumes all risk and responsibility in connection with complying with applicable US and foreign laws and regulations concerning the import, handling, transportation, storage, use, and misuse or other wrongdoing with respect to Material, Replicates or Derivatives and (ii) RECIPIENT has advised WRCEVA, when placing its order, of any foreign legal or regulatory requirements pertaining to the requested shipment to be implemented within the United States in connection with such shipment.
8. **THE RECIPIENT RECOGNIZES THE POTENTIAL HAZARD OF UTILIZING THE MATERIAL AND UNDERSTANDS THAT THE APPROPRIATE PRECAUTIONS TO MINIMIZE ANY HEALTH RISK BECOMES FULLY THE RECIPIENT'S RESPONSIBILITY. THE RECIPIENT ASSUMES ALL RISK AND RESPONSIBILITY IN CONNECTION WITH THE RECEIPT, HANDLING, STORAGE, DISPOSAL, USE AND ANY MISUSE OR OTHER WRONGDOING WITH RESPECT TO MATERIAL TRANSFERRED HEREUNDER, THE REPLICATES, AND ANY DERIVATIVES.** In no event shall UTMB, including the UT System, UT Regents, officers, agents, employees and contributors of materials, nor the US government be liable for any use by SCIENTIST or RECIPIENT of the Material or any loss, claim, damage or liability, of whatsoever kind or nature, which may arise from or in connection with RECIPIENT's breach of this Agreement or RECIPIENT's use, handling or storage, including the receipt and/or improper, inappropriate, negligent or other wrongful handling or use of the Material, and/or from any misidentification, misrepresentation, lack of purity or typicality of the Material, unless such loss, claim, damage or liability results from the negligence of The University of Texas System, UTMB, their Regents, officers, agents and employees. Unless a US State or Federal agency, RECIPIENT agrees to indemnify and hold harmless The US Government, The University of Texas System, UTMB, their Regents, officers, agents and employees and the contributors of the Materials, from any liability, loss or damage they may suffer as a result of claims, demands, costs or judgments against them arising out of the RECIPIENT's activities to be carried out pursuant to this Agreement and the use by RECIPIENT of the results obtained from Research.
9. **RECIPIENT ACKNOWLEDGES, AGREES AND REPRESENTS THAT THE MATERIAL IS NOT INTENDED FOR USE IN HUMANS, AND AGREES NOT TO CONDUCT RESEARCH IN HUMANS USING THE MATERIAL.**

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10. The Material is experimental in nature and it is provided WITHOUT WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR SAFETY OR ANY OTHER WARRANTY, EXPRESS OR IMPLIED. UTMB MAKES NO REPRESENTATION OR WARRANTY THAT THE USE OF THE MATERIAL WILL NOT INFRINGE ANY PATENT OR OTHER PROPRIETARY RIGHT.
11. This Agreement is not assignable, whether by operation of law or otherwise, without the prior written consent of UTMB.
12. RECIPIENT may not use the name of UTMB, System or Board, or the US government without express written consent.
13. If any provision of this Agreement shall be found by a court to be void, invalid or unenforceable, the same shall be reformed to comply with applicable law or stricken if not so conformable, so as not to affect the validity or enforceability of this Agreement.
14. The following attachments are incorporated herein and made a part of this Agreement for all purposes:
 - Attachment A - List of all requested Materials and proposed scope of Research
 - Attachment B – list of all required permits to receive Materials and carry out Research.

By signing below the RECIPIENT hereby certifies that an appropriate plan is in place for managing all health and safety risks involved with receiving and handling the transferred Materials. The Authorized Official who cosigns must be someone who can legally bind your institution, such as a president, vice-president, dean, provost, or corporate officer. A department chairman cannot serve as a cosigner for this form. This agreement is effective as of the date of the last signature below:

RECIPIENT Organization:

RECIPIENT Address:

Materials will be shipped to the following address:

Shipping Contact: _____

Email: _____

REPOSITORY AGREEMENT NPS/UTMB

Telephone: _____

Name of Authorized Official: _____

Title of Authorized Official: _____

Signature of Authorized Official: _____

Date: _____

ACKNOWLEDGED BY:

RECIPIENT Scientist Name: _____

RECIPIENT Scientist Signature: _____

Name of the RECIPIENT'S Biosafety/Compliance Officer: _____

Signature of RECIPIENT'S Biosafety/Compliance Officer: _____

The University of Texas Medical Branch

301 University Blvd., Galveston, TX 77555-0609

Name of Authorized Official: Carolee A. King, JD

Title of Authorized Official: Sr. VP and General Counsel

Signature of Authorized Official: _____

Date: _____

ACKNOWLEDGED BY:

UTMB Scientist: _____

UTMB Scientist Signature: _____

Name of the Biosafety/Compliance Officer: Anne-Sophie Brocard, Ph.D.

Signature of Biosafety/Compliance Officer: _____

REPOSITORY AGREEMENT NPS/UTMB

Attachment A

Materials Requested

Scope of Work

Please write in 500 words, or less, the Scope of Work

REPOSITORY AGREEMENT NPS/UTMB

Attachment B

Please list all required permits to receive Materials and carry out the Research.