

SECOND AMENDMENT TO NATIONAL PARK SERVICE - ATCC AGREEMENT

THIS SECOND AMENDMENT (the “**Amendment**”), effective as of February 3, 2015 (“**Effective Date**”), is by and between the **American Type Culture Collection**, a District of Columbia not-for-profit corporation, having its offices at 10801 University Boulevard, Manassas, Virginia 20110-2209, USA (hereafter referred to as “**ATCC**”) and the United States of America, United States Department of the Interior, National Park Service, having offices at 1849 C Street NW, Washington DC 20240 (hereafter referred to as “**NPS**”).

RECITALS

WHEREAS, the Parties entered into an agreement effective December 18, 2003 (“**Original Agreement**”), under which ATCC was granted the right to accept and establish a collection of NPS Specimens designated as the National Park Service Special Collection (the “**Collection**”) and distribute NPS Specimens to the scientific community under the NPS Scientific Research and Collecting Permit (“**Research Permit**”) terms and conditions for the specimens; (as defined in the Original Agreement); and

WHEREAS, pursuant to Section X.A of the Original Agreement renewed by the Parties on February 3, 2012, the Parties executed the First Amendment to amend Section X.A and Section XI.A of the February 3, 2013, renewal of the Original Agreement.

WHEREAS, pursuant to Section X.A of the Original Agreement, the Parties desire to amend Sections IV.A.3, X.A and XI.A of the February 3, 2013, renewal of the Original Agreement.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises made herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree to amend the Original Agreement and its February 3, 2012, renewal as follows:

1. The terms in the February 3, 2012 renewal of the Original Agreement shall have the same meanings in this Amendment.
2. Amendment of Section IV.A.3. Section IV.A.3 is hereby amended by deleting in its entirety and substituting the following:
 3. Authorize ATCC to distribute NPS Specimens that ATCC currently maintains and future deposits of NPS Specimens to requesting researchers through ATCC’s MTA as amended by an approved NPS MTA addendum that may be amended from time to time upon mutual written consent of the Parties (a copy of the NPS MTA that is in force as of the Effective Date of this Amendment is attached as Appendix 2), and as set forth in Sections V(C) and V(D), in accordance with ATCC standard operating

procedures including fee arrangements. Said fee arrangements cover costs of authentication, accessioning, preservation, storage, distribution and other operating costs associated with transferring the specimens and do not include profit; and

3. Amendment of Section X.A. Section X.A is hereby amended by deleting it in its entirety and substituting the following:
 - A. This Agreement shall be in force for a period of two (2) years from the date of the last approving signature. The Agreement may be renewed for an additional term upon written consent of the parties.
4. Amendment of Section XI.A. Section XI.A is hereby amended by deleting it in its entirety and substituting the following:
 - A. This Agreement will terminate when the two (2) year term has expired, unless renewed in writing by the parties.
5. No Other Amendment. Except as expressly amended hereby, the provisions of the Original Agreement shall remain in full force and effect.
6. Counterparts. This Amendment may be executed in any number of counterparts, and each executed counterpart shall have the same force and effect as an original instrument.

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

SIGNATURES ON THE FOLLOWING PAGE

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For ATCC

By: 
Sharon Roberts
Senior Director, Contracts and Licensing

Date: June 9, 2015

For NPS

By:  (acting)
Raymond M. Sauvajot
Associate Director, Natural Resource
Stewardship and Science

Date: 6/19/2015

Concurred
by: 
Ronald C. Wilson
Chief Curator and Manager, Park Museum
Management Program

Date: 6/22/2015

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