

**U.S. GEOLOGICAL SURVEY  
CORE RESEARCH CENTER  
TRANSMITTAL AGREEMENT**

I, \_\_\_\_\_, as duly appointed representative of \_\_\_\_\_ do herein  
(Company Name) (City) (State)

request that the U.S. Geological Survey (USGS) take full and complete possession and ownership of the samples, and possession of the data, listed on the accompanying page. I clearly and fully understand that upon delivery of the listed samples and data to the U.S. Geological Survey, Core Research Center (CRC), Lakewood, Colorado that ownership of the samples and free use of the data will forever pass to the U.S. Government. It is also clearly understood that all shipping, handling, and liability related to the transfer of the samples and data to the CRC will be the sole responsibility of the company listed above.

I clearly understand that upon delivery of said samples and data to the USGS that the company listed above does herein agree to relinquish any and all future claims of ownership and proprietary right to the samples and proprietary or exclusive right to the data listed. It is also clearly understood that the transfer of said samples and data will now and forever be considered a gift to the U.S. Government and that neither I nor the company listed above will at anytime (now or in the future) demand, require, or request any direct or indirect financial, monetary, or in-kind reimbursement for said samples and data from the USGS.

To the best of my knowledge the company listed above is the sole and rightful owner of the listed samples, and rightful owner of the data and has complete authority and right to transfer said samples and data to the USGS under the terms of this agreement. I also certify that, to the best of my knowledge, all Federal, Provincial, State, County, and Municipal laws, rules, and regulations related to the ownership, distribution, and disposition of said samples and data have been fully satisfied prior to the donation of said samples and data to the USGS. In the unlikely event that a third party (or parties) comes forward and claims full or partial ownership of, or right to, said samples and data, the company listed above agrees to participate in all proceedings or legal actions related to the true ownership and/or disposition of said samples and data, and agrees to indemnify and hold harmless the USGS of any and all legal or financial liability in such matters. If indeed a third party (or parties) does have a valid claim to said samples and/or data and the third party does not wish to donate said samples and data to the CRC, the company listed above agrees to either: 1) transfer said samples and/or data, at their expense, to the appropriate and/or rightful person, party, agency, or entity, or 2) reimburse the USGS for the cost of transferring said samples and/or data to the appropriate and/or rightful person, party, agency, or entity.

The company listed above also agrees herein that the USGS, as sole owner of the listed samples and rightful recipient and user of the data upon delivery to the CRC, has the right to store, process, photograph, describe, analyze, utilize, consume, redistribute, or dispose of the samples and data in whatever manner they deem appropriate at the time. It is also clearly understood that the U.S. Geological Survey Core Research Center is a public repository and all samples and data donated to the repository are considered in the public domain and are open and available to any and all private and public entities to examine, photograph, describe, analyze, sample, and utilize for their own purposes under the general rules and guidelines of the CRC. It is understood that the company listed above, and its employees and representatives, will have full and complete access to the donated samples and data as other CRC donors and users, and will be subject to the same rules, regulations, and fees that will be in effect when the samples and/or data are utilized. In the unlikely event that said samples and/or data are lost, destroyed, consumed, discarded, redistributed to a third party, or otherwise rendered unusable (either intentionally or by mishap), the company listed above agrees to indemnify and hold harmless the USGS of any and all legal or financial liability related to the disposition, condition, or loss of said samples and/or data.

I have read, understand, and agree to all terms and agreements listed above. I also certify that to the best of my knowledge all information listed on the accompanying page is accurate and correct and is being freely transferred to the USGS for use by any and all interested parties.

Name: \_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: (\_\_\_\_) \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_