

APPLICATION AND PERMIT TO CONDUCT SCIENTIFIC RESEARCH AND COLLECTIONS

BIOLOGICAL GEOLOGICAL PALEONTOLOGICAL
 NEW RENEWAL

FOR DEPARTMENT USE ONLY	
APPLICATION NO.	DATE RECEIVED
DISTRICT NAME	CEQA
PERMIT TYPE: <input type="checkbox"/> Biological <input type="checkbox"/> Geological / Soils <input type="checkbox"/> Paleontological <input type="checkbox"/> Other: _____	
<input type="checkbox"/> Summary Report Received	
<input type="checkbox"/> Insurance Required <input type="checkbox"/> Liability Waiver Required	

The Principal Investigator hereby applies to the Department of Parks and Recreation for a Permit under Title XIV, California Code of Regulations, Section 4309, and Public Resources Code Section 5097.5/5001.65, to conduct investigations on lands of the State of California.

Instructions: Applications must be TYPED and signed upon submission. If more space is needed, continue on separate sheet(s). Attach to your application: (1) a Curriculum Vitae (CV) or résumé for the Principal Investigator (and for the person(s) overseeing field work, if different from PI); (2) maps, coordinates, and/or GIS files indicating precise locations of proposed work; (3) a full study proposal; **and** (4) copies of any additional permits required for your research. Complete application packages should be sent to the district office that administers the park unit(s) where the research will take place, or to the Natural Resources Division, Sacramento, for multi-district requests. *At the request of the Department, you may be required to submit proof of insurance and/or obtain participant liability waivers.*

APPLICANT ORGANIZATION	PHONE NO. (Incl. Area Code)
ORGANIZATION MAILING ADDRESS / CITY / STATE / ZIP CODE	E-MAIL ADDRESS

PRINCIPAL INVESTIGATOR (PI) - ATTACH RÉSUMÉ OR CV (NOTE: Faculty advisor/sponsor must sign as PI for student applicants)

NAME	TITLE	CELL PHONE NO. (Incl. Area Code)
MAILING ADDRESS / CITY / STATE / ZIP CODE		E-MAIL ADDRESS

PERSON IN DIRECT CHARGE OF FIELD WORK - ATTACH RÉSUMÉ OR CV IF DIFFERENT FROM PI

NAME	TITLE	CELL PHONE NO. (Incl. Area Code)
MAILING ADDRESS / CITY / STATE / ZIP CODE		E-MAIL ADDRESS

ADDITIONAL PARTICIPANTS - ATTACH CONTINUATION SHEETS, IF NECESSARY

1	NAME	TITLE	CELL PHONE NO. (Incl. Area Code)
	MAILING ADDRESS / CITY / STATE / ZIP CODE		E-MAIL ADDRESS
2	NAME	TITLE	CELL PHONE NO. (Incl. Area Code)
	MAILING ADDRESS / CITY / STATE / ZIP CODE		E-MAIL ADDRESS
3	NAME	TITLE	CELL PHONE NO. (Incl. Area Code)
	MAILING ADDRESS / CITY / STATE / ZIP CODE		E-MAIL ADDRESS
4	NAME	TITLE	CELL PHONE NO. (Incl. Area Code)
	MAILING ADDRESS / CITY / STATE / ZIP CODE		E-MAIL ADDRESS
5	NAME	TITLE	CELL PHONE NO. (Incl. Area Code)
	MAILING ADDRESS / CITY / STATE / ZIP CODE		E-MAIL ADDRESS
6	NAME	TITLE	CELL PHONE NO. (Incl. Area Code)
	MAILING ADDRESS / CITY / STATE / ZIP CODE		E-MAIL ADDRESS
7	NAME	TITLE	CELL PHONE NO. (Incl. Area Code)
	MAILING ADDRESS / CITY / STATE / ZIP CODE		E-MAIL ADDRESS

STATE PARK UNIT(S) TO BE INCLUDED ON PERMIT	COUNTY(IES)
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1. PROJECT TITLE

2. PROJECT PURPOSE

3. DESCRIPTION OF PROJECT LOCATION(S) *(Also attach maps, coordinates [projection required for the GPS coordinates], and/or GIS files for each distinct location.)* **For Paleontological permits:** Provide Geological Formation

4. METHOD OF ACCESS *(Describe methods [including type of vehicle] to be used for accessing study sites after arrival at the park unit(s).)*

5. SUMMARY OF FIELD METHODS AND ACTIVITIES

6. TYPES OF SPECIMENS TO BE COLLECTED (*List species, quantity, size, and condition.*)

7. EXPECTED DURATION OF THE PROJECT (*Specify overall project start and end dates and start and end dates of field investigations.*)

8. PLACE AT WHICH LABORATORY WORK WILL BE PERFORMED (*Institution, address, and responsible official name, phone number, and e-mail address*)

9. FACILITY THAT HAS AGREED TO CURATE SPECIMENS COLLECTED UNDER THIS PERMIT (*Institution, address, and responsible official name, phone number, and email address*)

10. LOCATION OF DATA AND DATA PRODUCTS COLLECTED UNDER THIS PERMIT (*Specify institution name and/or website where data, maps, reports, GIS files, photos, and other data products (not specimens) will be archived after the project is completed.*)

NOTE: APPLICATION IS INCOMPLETE UNTIL SIGNED.

PERMIT TO CONDUCT SCIENTIFIC RESEARCH AND COLLECTIONS



ALL PARTICIPANTS MUST CARRY THIS PERMIT AT ALL TIMES WHILE CONDUCTING FIELD RESEARCH/COLLECTIONS.

The Department of Parks and Recreation desires to further scientific research within its jurisdiction through cooperation with researchers within the Department's mission to provide long-term protection and management of ecological processes and natural resource elements.

STANDARD CONDITIONS AND RESTRICTIONS

1. General classroom collection is not allowed under this permit.
2. This permit applies only to non-cultural materials, and is limited to the kind, number, and sizes of collections described on this form. Archeological material may NOT be collected under this permit.
3. "Collections" are defined as any material gathered during permitted activity. The collections shall be used for scientific or interpretive purposes only, and shall not be used for commercial purposes. Collections shall remain property of the Department. Curated collections shall be maintained by the Institution listed on page 3, item number 9. Collections should be accomplished by methods that conserve resources. Collections may be transferred to another location with prior written approval from the Department.
4. The collecting must be done away from roads, trails, and developed areas, unless such localities are specified in the permit. Collection shall be done in an inconspicuous manner, and shall not cause damage to the environment. The Department may impose permit-specific conditions (See page 6). Permit-specific conditions shall supersede any conflicting standard conditions and restrictions.
5. Activities conducted in areas designated as sensitive require prior surveys conducted by a State Park resource specialist, and/or a State Park resource specialist may be assigned to the project as a monitor. At the sole discretion of the Department, the Permittee may be required to schedule surveys and/or reserve a project monitor and reimburse the Department for the State Park resource specialist's time and expenses.
6. The Permittee shall submit a summary of information gathered to the applicable District where the investigation(s) took place, and to the Chief of the Natural Resources Division in Sacramento. The Permittee must also make available to the Department any material published as a result of this permit. Upon completion, a copy of such published material shall be submitted to: Natural Resources Division, Department of Parks and Recreation, PO Box 942896, Sacramento, CA 94296-0001.
7. The Permittee shall contact the appropriate District Superintendent (or designee) to receive district approval prior to proceeding with any field activities, and to present a copy of this permit, together with evidence of additional licenses and permits, if required.
8. All participants conducting activities approved by this permit shall inspect their shoes, clothing, vehicles, tools, and equipment for the presence of organic matter and soil, and if present, shall clean these items prior to entering and upon leaving the park to minimize potential spread of invasive species.
9. If permit activities are not carried out to the satisfaction of the Department, this permit may be immediately cancelled.
10. All applicable laws and regulations must be observed by participants in exercising the privileges granted in this permit. It is the responsibility of the Permittee to obtain any additional permits or approvals required for research/collection activities, and to know the boundaries and managing authority of specially designated protected areas or sanctuaries.
11. The Permittee, and all participants, are responsible for knowing and complying with all general rules and regulations for use of Department lands as well as any specific conditions or regulations for this permit and subject property.
12. Applicant Organization agrees to comply with the waiver and indemnity requirements found on page 5, incorporated by reference.
13. For activities presenting greater risk or liability, and at the sole discretion of the Department, Applicant Organization may be required to obtain and present sufficient proof of insurance and/or obtain signed liability waivers from all participants.
14. Questions regarding this permit should be directed to the District Superintendent or the Natural Resources Division's Research Permit Coordinator (multi-district).

I have read the Standard Conditions and Restrictions above and agree to comply with any additional special conditions. I certify under penalty of perjury that all information on this application (including attachments) is true, complete, and correct.

PRINCIPAL INVESTIGATOR'S SIGNATURE <i>(Faculty sponsor must sign for student applicants)</i> 	PRINTED NAME	DATE
STUDENT APPLICANT'S SIGNATURE (IF APPLICABLE) 	PRINTED NAME	DATE

It is the responsibility of the Principal Investigator to ensure that all participants comply with all standard and special conditions. It is the responsibility of the Applicant Organization to meet indemnification and insurance requirements.

PERMIT TO CONDUCT SCIENTIFIC RESEARCH AND COLLECTIONS
WAIVER and INDEMNITY AGREEMENT

Waiver Agreement

Applicant Organization waives all claims and demands against the California Department of Parks and Recreation, its officers, agents, and/or employees for any and all loss, injury, death or damage caused by, arising out of, or in any way connected with this Permit, use of any access route to the Permit activities, or Applicant Organization's exercise of the rights granted by this Permit, except those arising out of the sole negligence or willful misconduct of the California Department of Parks and Recreation or its employees.

Indemnity Agreement

Applicant Organization hereby agrees to comply with the following (initial appropriate section) indemnity agreement:

 Standard Applicant (select this section unless a Federal Applicant or University of California Applicant)

Applicant Organization agrees to be responsible for damages to persons or property caused by negligent acts or omissions of its employees acting within their scope of employment. Applicant Organization shall protect, save, hold harmless, indemnify, and defend the State, its officers, agents, and/or employees, from and against any and all loss, damage, claims, demands, liability, costs, recoveries, settlements, penalties, fines and expenses, including, without limitation, all legal fees, attorney fees, accounting fees, expert witness fees, consultant fees, interest and expenses related to the response to, settlement, and/or defense of any claims, legal actions, or liability, which may be suffered or incurred by the State, its officers, agents and/or employees, caused by, arising out of, or in any way connected with this Permit, use of any access route to the Permit activities, or Applicant's exercise of the rights granted by this Permit, except those arising out of the sole negligence or willful misconduct of the State. The obligations contained in this Section, including the waiver and indemnity obligations, shall survive termination of this Permit.

 Federal Applicant

Federal Applicant agrees to be responsible for damages to persons or property caused by the negligent acts or omissions of Federal employees acting within the scope of their employment in accordance with the Federal Tort Claims Act, codified at 28 USC 2671 et seq. If found liable in a federal court of competent jurisdiction, the Federal Applicant agrees to pay attorneys' fees to the extent permitted under federal law. To the extent allowable by Federal law, Federal Applicant shall defend the State and its employees from claims arising from the permit activities, except those arising from the sole negligence or willful misconduct of the State or its employees.

 University of California Applicant

University of California Applicant agrees to be responsible for damages to persons or property caused by negligent acts or omissions of its employees acting within their scope of employment. *THE REGENTS OF THE UNIVERSITY OF CALIFORNIA shall defend, indemnify and hold THE STATE OF CALIFORNIA AND ITS AGENCIES, their respective officers, employees and agents harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, its officers, agents, or employees.*

THE STATE OF CALIFORNIA shall defend, indemnify and hold THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, its officers, employees and agents harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of THE STATE OF CALIFORNIA OR ITS AGENCIES, their respective officers, agents, or employees. (1988 UC/ DGS Agreement)

I hereby certify that I am a representative of Applicant Organization authorized to agree to the above indemnification requirements of this permit.

AUTHORIZED REPRESENTATIVE SIGNATURE

PRINTED NAME

DATE

PERMIT TO CONDUCT SCIENTIFIC RESEARCH AND COLLECTIONS
SPECIAL CONDITIONS

(This area is reserved for the permit holder to provide details of the research and collection activities.)

FOR DEPARTMENT USE (REVIEW/APPROVAL)

REVIEWED BY ▶	DISTRICT ENVIRONMENTAL SCIENTIST	DATE
REVIEWED BY ▶	DISTRICT SUPERINTENDENT / MANAGER	DATE
DPR APPROVAL SIGNATURE* ▶	PRINTED NAME / TITLE	DATE
OTHER DPR APPROVAL SIGNATURE (OPTIONAL)* ▶	PRINTED NAME / TITLE	DATE

**NOTE: If all park units in single DPR District, Superintendent has approval authority. For more than one DPR District, Natural Resources Division EPM must approve.*

PERMIT VALID FROM: _____ TO: _____