

AAPS FOSSIL REGISTRATION AGREEMENT

I _____ (name of fossil's owner), hereinafter referred to as the "title holder", have agreed to register the following list of fossil specimens, hereby referred to as "fossil specimens" or "specimen(s)"; (use accession numbers brief descriptions or common names)

with the Journal of Paleontological Sciences (JPS) and the Association of Applied Paleontological Sciences (AAPS) for the purposes of distributing that information on our websites, printed journals or other written, verbal or electronic means, at the AAPS sole discretion, to any and all interested parties. The title holder understands that this is a permanent record and may only be removed from the JPS database (website) under special circumstances as determined by the JPS Journal Publications Committee (JPC). Title holder understands and agrees that this agreement shall be binding upon the heirs, successors and assigns of the parties.

The title holder swears and attests that they are the fossil specimen's current title holder and that no other person, entity, corporation, business, organization or other such group or individual may lay claim to the above fossil specimens. The title holder warrants and guarantees that the above mentioned fossil specimens have not been nor are not expected to be, in any legal dispute of title or ownership. Should the specimen(s) enter into such dispute at a later date, the title holder agrees to notify the AAPS and the JPS within 24 hours. The title holder certifies that to the best of their knowledge the specimen was collected through ethical means and in accordance with the AAPS code of ethics.

The title holder attests that all of the registered information (completed online and entered into the JPS database) is true and accurate to the best of their knowledge. The title holder agrees to inform the JPS should title to the specimen be transferred or sold to another party and will encourage the new title holder to update their contact information on the website.

The title holder understands that any individuals may access the above information for research purposes and that unless stipulated in the publication restrictions section (completed online and entered into the database), may publish information about the specimen without additional consent. The title holder acknowledges that once a particular topic has been published on the title holder can no longer restrict the use of that information in any future publications with the JPS or any other third party entity.

The title holder agrees to allow free and open access to any valid, legitimate and qualified researchers wanting to study this specimen(s) as long as those researchers schedule a mutually acceptable time to meet. Conflicts or issues arising from any disputes over said access shall be arbitrated through the JPC and their decision shall be binding.

The title holder understands and agrees that should the JPS discover that the registered specimen in question is fraudulent or has been registered with knowingly fraudulent or faulty data that the JPS may decide to remove the specimen from its database and the AAPS may ban the title holder from future registrations, AAPS membership or other penalties within their power at the AAPS boards sole discretion.

Should any unforeseen issues arise from any use or misuse of the information contained through this submission agreement the title holder agrees to hold harmless the AAPS, the JPS, their members, boards, families and assigns from any fault or damages. Any dispute arising hereunder shall be settled by arbitration held in South Dakota in accordance with the rules of the American Arbitration Association and strictly in accordance with the terms of this agreement and the laws of such state, and judgment on the award rendered may be entered in any court having proper jurisdiction thereof.

By signing below the title holder agrees to, attests, confirms and understands all of the above statements, terms and conditions of this legally binding agreement.

Name of Title Holder: _____ **Company Name:** _____

Signature of Title Holder: _____

Date of Signature: _____ **Phone number:** _____

Address: _____