



**«institutionalaffiliation»
«projecttitle»**

Permission hereby is granted on behalf of the BOARD OF PARK COMMISSIONERS OF THE CLEVELAND METROPOLITAN PARK DISTRICT ("Cleveland Metroparks" or "Permitter") to «institutionalaffiliation» ("Permittee"), authorized staff being designated on Exhibit A attached hereto and made a part hereof (collectively, the "Authorized staff"), at Permittee's sole cost and expense, to conduct within **{STATE SPECIFIC LOCATION, RESERVATIONS}** reservation(s) of Cleveland Metroparks (the "Permit Area") research and activities related to **«objectiveshypotheses»**, as more particularly described in Exhibit B and Exhibit C attached hereto and made a part hereof (collectively, the "Activities"), subject to the following terms and conditions:

1. Term of Permit.

This Permit shall take effect on the date of Cleveland Metroparks receipt of proof of insurance, as hereinbelow described, together with this Permit signed by Cleveland Metroparks and Permittee, provided that Permittee, through the Manager of Field Research (collectively, the "Research Manager") or otherwise, shall notify Cleveland Metroparks Police Department (440-331-5530) Natural Resource Area Managers, Park Managers, and Nature Center Managers of affected reservations as listed and attached hereto as Exhibit D and made a part hereof (collectively, the "Park Staff") of its intent to commence the Activities at least two (2) working days in advance of commencing the Activities and provided further that this Permit shall not take effect before Click here to enter a date. and shall continue through Click here to enter a date. unless extended with prior written approval by Cleveland Metroparks; provided, however, that Cleveland Metroparks maintains the right to revoke this Permit at any time for failure to comply with any of the terms and conditions hereof.

2. Conditions of Work.

(a) Plans and Specifications. Prior to commencing any Activity in any instance, Permittee shall submit to Cleveland Metroparks plans and specifications, description of Activities, work order, plan, or proposal (collectively, the "Plan"). No Activity shall begin unless and until the Research Manager, on behalf of Cleveland Metroparks, has given to Permittee written approval of the Plan. Permittee shall conduct the Activities in accordance with the approved Plan unless a modification thereof thereafter is approved in writing by Cleveland Metroparks.

(b) Compliance with Law. The Plan and the Activities must be in compliance with all applicable laws, ordinances, rules, and regulations, including without limitation any and all conditions and requirements imposed by Cleveland Metroparks and other governmental authorities with competent jurisdiction.

(c) Permits, etc. Prior to commencing any Activities, Permittee shall have

obtained any and all necessary permits, authorizations, and other consents from any and all governmental authorities with competent jurisdiction.

3. Driveway Requirements. (Intentionally omitted)

4. Use of Permit Area.

(a) Removal of Vegetation. Permittee agrees to remove from the Permit Area only voucher specimens for vegetation that have been identified within the approved Plan. Except as identified in such Plan, no vegetation, shrubs, or trees on Cleveland Metroparks property shall be removed, trimmed, or otherwise damaged unless otherwise approved in writing by the appropriate Natural Resources Area Manager listed in Exhibit D. Except as expressly permitted under this Permit, Permittee shall be liable to Cleveland Metroparks for loss or damage to any vegetation, including without limitation trees, arising out of, or associated with or related to, any of the Activities, the amount of such loss or damage being determined by Cleveland Metroparks.

(b) Removal of Topsoil and/or Subsoil. Any topsoil and/or subsoil removed for the Activities shall be removed from Cleveland Metroparks property promptly by Permittee.

(c) Storage and Parking Conditions. No storage of equipment or materials, shall be permitted on the Permit Area or adjoining Cleveland Metroparks property, unless otherwise approved in writing by the Park Manager, and such equipment, materials, or vehicles, including without limitation trucks, shall be at the risk of Permittee.

(d) Traffic Control. To ensure safety of park users, Permittee shall be required to provide traffic control measures. Such measures, whether they are in the form of flagmen, barricades, lighting, escorts, or any other devices, shall be developed by Permittee and shall follow the standards and guidelines of the Ohio Department of Transportation Manual of Uniform Traffic Control Devices for Streets and Highways, subject to the approval of Cleveland Metroparks Police Department. In the event of road closures or other temporary impediments to traffic, Police personnel are required and must be arranged in advance with Police Headquarters at 440-331-5530, at Permittee's sole cost and expense.

(e) Inspection Rights. To ensure compliance with the terms of this Permit, Cleveland Metroparks shall retain rights of inspection before, during, and after the Activities.

(f) Injury/Emergency Events. In the event of injury that arises in connection with the Activities, or upon the occurrence of an event that would constitute an emergency, Cleveland Metroparks Police Department must be notified immediately at 440-331-5530.

(g) Erosion and Sediment Control Practices. To ensure the control of erosion and/or sedimentation that may result from work with respect to the Activities, Permittee shall provide any temporary seeding of disturbed areas, silt fence, storm water drain inlet protection in accordance with recommended practices of the Cuyahoga Soil & Water Conservation District.

5. Use of Park Roadways and Trails.

(a) No Interference. The operation of equipment and vehicles, including without limitation trucks, on any roadway or trail, and access by persons entering or leaving the

Permit Area shall be undertaken in a manner that shall not interfere with, or restrict the use of, or access to, park facilities by park visitors, including without limitation vehicle, bicycle, and pedestrian traffic.

(b) Limited Access. Access for vehicles, including without limitation trucks, to the Permit Area shall be the closest and existing access roads to and from the locations. Access to the specific locations shall be by foot or when necessary to drop off/pick up equipment by existing trails.

(c) Limitations on Vehicles. No vehicle, except rubber-tired, shall be operated on any roadway, trail, or portion of any reservation unless otherwise approved in writing by the Park Manager. Without limiting the generality of the foregoing, materials delivered to the Permit Area shall be delivered in single-axle or double-axle trucks, not exceeding twenty (20) ton gross loads.

(d) Removal of Debris. All roadways and trails must be kept clear of construction debris, spillage, and mud at all times. Should debris, spillage, or mud be carried onto the roadway or trail from the Permit Area, it shall be removed immediately and, in any event, the roadway and trail shall be left clean at the end of each work day.

6. Restoration of Permit Area.

(a) Restoration. Permittee, at Permittee's sole cost and expense, promptly shall restore all surfaces, including without limitation driveways, lawns, grass areas, natural areas, drainage channels, and fences, to the condition existing before being disturbed or, if so requested by Cleveland Metroparks, to the condition recommended by the Research Manager to improve the ecological condition of the disturbed surfaces.

(b) All Purpose Trail Specifications. Without limiting the generality of the foregoing, Permittee, at Permittee's sole cost and expense, promptly shall restore all-purpose trails to the condition existing before being disturbed, including without limitation the following:

- (i) Restoration of compacted sub-base (premium fill may be repaired if existing sub-base cannot be compacted);
- (ii) Installation of not less than 6" item #304 Crushed Limestone (not slag) compacted;
- (iii) Installation of not less than 3" item #448 Asphaltic Concrete consisting of 1½" intermediate and 1½" weaving courses;
- (iv) Asphalt joints of sealed "butt" type at saw-cut edge, no "feather" edges being permitted; and
- (v) Compliance of all materials with requirements of State of Ohio, Department of Transportation, and Construction & Material Specifications.

(c) Re-vegetation and Seed Specifications. Any re-vegetation to replace damaged plant material shall be with native species of equal or greater condition and caliber to the damaged material, as approved in writing by the Director of Natural Resources. The seed mixture for restoration of grass areas shall be a mixture of 20% Kentucky 31 Fescue, 25%

common Kentucky Bluegrass, 20% Manhattan Rye Grass, and 35% Creeping Red Fescue at the rate of eight (8) pounds per one thousand square feet (8:1000). Mulching material shall conform to State Specification 659.06, and installed per State Specification 108.04 and 659.09. Topsoil shall conform to State Specifications 653.01, 653.02, 653.05, 654.03, and 654.04.

7. Indemnification.

Permittee agrees to indemnify, hold harmless, and, if requested, defend Cleveland Metroparks, and any and all of Cleveland Metroparks' officers, employees, and agents from and against any and all liabilities, costs, claims, demands, fines, penalties, proceedings, actions, and causes of action, including without limitation reasonable attorneys' fees, arising out of, or associated with, or related to, any of the activities described herein.

Replace above with this for federal grants, otherwise DELETE

To the extent permitted by law, Permittee agrees to indemnify, hold harmless, and, if requested, defend Cleveland Metroparks, and any and all of Cleveland Metroparks' officers, employees, and agents from and against any and all liabilities, costs, claims, demands, fines, penalties, proceedings, actions, and causes of action, including without limitation reasonable attorneys' fees, arising out of, or associated with, or related to, any of the activities described herein.

8. Insurance.

Permittee shall maintain and pay for, or cause to be maintained and paid for, (i) commercial general liability insurance, including without limitation contractual liability coverage, products and completed operations coverage, and coverage for collapse, underground exposure, and explosion hazards; and (ii) commercial automobile liability insurance for owned, hired, and non-owned automobiles. Such insurance (A) shall insure against claims for bodily injury (including death) and property damage, with each policy having a combined single limit of not less than \$1,000,000 per occurrence, (B) shall be primary to any insurance maintained by Permitter, and (C) shall name the Board of Park Commissioners of the Cleveland Metropolitan Park District as an additional insured. Certificates of insurance evidencing the aforementioned coverage(s) shall be provided to Permitter prior to commencement of the work. Permitter reserves the right to request a full and complete copy of all insurance policies. Permittee's coverage may not be cancelled or materially changed until at least ten (10) days after written notice to Permitter. The aforementioned insurance coverage(s) shall be placed with an insurance company listed in the latest edition of "Best's Insurance Guide and Key Ratings" with a policy rating of at least A-, X.

Replace above with this for federal grants, otherwise DELETE

The National Park Service (NPS) as an agency of the Federal government is a self-insured entity (Letter attached as Exhibit E).

9. Termination of Permit.

If at any time the Permit Area ceases to be used by Permittee for the purpose specified herein, the rights hereby granted automatically shall terminate whereupon Permittee, if Cleveland Metroparks so requests, shall remove the Work from the Permit Area in a manner

satisfactory to Cleveland Metroparks and, if either Cleveland Metroparks or Permittee so requests, Cleveland Metroparks and Permittee promptly shall execute and record a document that evidences such termination.

10. Entire Agreement.

No modification of this Permit shall be binding upon Cleveland Metroparks or Permittee unless set forth in writing and executed by Cleveland Metroparks and Permittee.

11. Modification.

No modification of this Permit shall be binding upon Cleveland Metroparks or Permittee unless set forth in writing and executed by Cleveland Metroparks and Permittee.

12. Severability.

If any provision of this Permit shall be or become invalid or unenforceable, then this Permit shall be divisible as to such provision, and the remainder of this Permit shall be and remain valid and binding as though such provision were not included herein.

13. Third-Party Rights.

Nothing herein expressed or implied is intended or shall be construed to confer upon any other entity, other than as herein set forth, any rights or remedies under, or by reason of, this Permit.

14. Acceptance of Permit.

Acceptance of this Permit by Permittee will constitute acceptance of all conditions set forth herein.

Board of Park Commissioners of the
Cleveland Metropolitan Park District
4101 Fulton Parkway
Cleveland, Ohio 44144
(216) 635-3200

«projectinvestigatortname» Date
«title»
«institutionalaffiliation»
«institutionaddress»
«institutioncity», «institutionstate»
«institutionzip»

2277 W. Ridgewood Drive
Parma, Ohio 44134
(440) 253-2167 Office
(440) 842-6554 Fax
nwb@clevelandmetroparks.com

Nathan W. Byer Date
Research and Database Manager
Cleveland Metroparks

EXHIBIT A

Authorized Staff

Each member of Permittee's authorized staff must carry and exhibit upon request, a copy of the Permit or permit card (issued after signed permit is returned) when conducting any of the activities. The specified Lead Investigator assumes full responsibility for the actions of the authorized staff on this list and for completing and submitting all required reports.

Project Manager: «projectinvestigatorname», «title», «phone», «phonessecondary», «email»

Other authorized staff: «coinvestigators»

Optional text

Other individuals authorized by the Lead Investigator may substitute for those listed above if under direct supervision of Authorized Staff set forth above or other person is in possession of permit card or copy of permit card. The Lead Investigator shall be and remain responsible for compliance by Permittee with all terms and conditions of this Permit and for all liabilities and obligations of Permittee arising hereunder.

EXHIBIT B

Conditions of Permit

1. Authorized Activities

- (a) Permit is valid for listed activities in {Location} reservation(s).
- (b) Because of other critical activities in the area of interest and ongoing programs by Cleveland Metroparks staff, notice must be given to the Research Manager by the Project Manager at least 48 prior to each collection event. Entry to locations may be restricted based on events in these areas.{ACTIVITY 2}
- (c) All state COVID-19 recommendations for social distancing must be observed as well as park guidelines found here:
<https://www.clevelandmetroparks.com/special-pages/cleveland-metroparks-covid-19-updates-closures-and>
- (d) Activities are limited to those outlined in Exhibit C including {SAMPLE COLLECTIONS ALLOWED, RESTRICTIONS}.
- (e) Site disturbances must be kept to a minimum.
- (f) NO Threatened or Endangered species are to be collected without consent and permission of Cleveland Metroparks and other appropriate governmental authorities with competent jurisdiction.
- (g) Parking of vehicles is limited to existing parking lots and gravel pull-offs.
- (h) {EXAMPLE: IF AMPHIBIAN OR INVERTEBRATE TRAPS, FLAGGING, OR ANY OTHER RESEARCH/EDUCATIONAL MATERIALS ARE TO BE LEFT UNATTENDED OVERNIGHT, PERMITTEES MUST NOTIFY CLEVELAND METROPARKS MANAGER OF FIELD RESEARCH BEFOREHAND OF THE EXACT LOCATIONS AND DATES SAID MATERIALS WILL BE PLACED WITHIN THE RESERVATIONS.}
- (i) {ADD REQUEST FOR GPS POINT LOCATIONS IF COLLECTED IN ASSOCIATION WITH STUDY}
- (j) Activities authorized with this permit are limited to normal hours of operation in Cleveland Metroparks (6:00 am to 11:00 pm) and hours outside of these limits with notification given to Cleveland Metroparks Police Dispatch (440-331-5530). {ADD HOURS OF OPERATION PERMITTED}
- Remove this text if permittee is not going to use our data.
- (k) Because this project involves the use of significant amounts of data collected and owned by Cleveland Metroparks, publication of results of this research and/or archiving of data from this project is not authorized without written permission from the Director of Natural Resources after agreement on inclusion of staff as coauthors and/or inclusion of

Cleveland Metroparks in the acknowledgments.

- (l) Permittee agrees to execute a Data Sharing Agreement, if applicable.
- (m) Publications of Results of Studies. No party will unilaterally publish a joint publication without consulting the other party. This restriction does not apply to popular publications of previously published technical matter. Publications pursuant to this permit may be produced independently or in collaboration with others; however, in all cases proper credit will be given to the efforts of those parties' contribution to the publication. In the event no agreement is reached concerning the manner of publication or interpretation of results, either party may publish data after due notice and submission of the proposed manuscripts to the other. In such instances, the party publishing the data will give due credit to the cooperation but assume full responsibility for any statements on which there is a difference of opinion.
- (n) Rights in Data. The Permittee must grant Cleveland Metroparks a perpetual, non-exclusive, fully-paid up, royalty-free, irrevocable, worldwide, unrestricted license to publish, reproduce and use, and dispose of in any manner and for any purpose without limitation, and to authorize or ratify publication, reproduction or use by others, of all New Intellectual Property first produced or composed under this Permit by the Permittee, its employees, researchers, or any individual specifically employed or assigned to originate and prepare such New Intellectual Property.

2. General Conditions

(a) Standard of Care. Reasonable and prudent care must be taken to minimize disturbance and impact to biological, geological, archaeological, and other park resources and except as expressly permitted under this Permit, Permittee shall be liable to Cleveland Metroparks for loss or damage to park resources arising out of, or associated with or related to, any of the Activities, the amount of such loss or damage being determined by Cleveland Metroparks.

(b) Discretion. Research and collection methods shall not attract undue attention to sensitive park resources, including but not limited to threatened species, endangered species, rare species, archeological sites, caves, fossils, minerals, commercially valuable resources, and sacred ceremonial sites.

(c) Equipment Damage. Permittee shall be responsible for any and all damage to any research equipment including but not limited to, theft, pilferage, and vandalism. Cleveland Metroparks shall not be held responsible for any damage to the research equipment while it is on Cleveland Metroparks property.

(d) Equipment Negligence. Permittee is responsible for the negligent acts or omissions of its employees acting within the scope of their duties to install, maintain, service, or repair the research equipment.

(e) Project Reporting. A project report (interim or final) that summarizes educational and research activities and results will be provided to Cleveland Metroparks no later than March 1, Choose an item., and March 1 of each calendar year thereafter, if applicable. A

copy of publications and presentations associated with this project and produced within two (2) years after the expiration or earlier termination of the Permit shall be provided to the Research Manager.

(f) Specimen Reporting. Each specimen (or groups of specimens labeled as a group) that is retained permanently must be clearly labeled as Cleveland Metroparks property and must be accessioned and cataloged in Cleveland Metroparks database. Unless exempted by additional Park District specific stipulations, Permittee will complete the labels and catalog records and will provide accession information. It is Permittee's responsibility to contact the Research Manager for cataloging instructions and specimen labels as well as instructions on repository designation for the specimens.

(g) Specimen Custody. Collected specimens that are not consumed in analysis or discarded after scientific analysis remain Cleveland Metroparks property. Cleveland Metroparks reserves the right to designate the repositories of all specimens removed from the Park District and to approve or restrict reassignment of specimens from one repository to another. Because specimens are Cleveland Metroparks property, specimens shall not be destroyed or discarded without Cleveland Metroparks prior written approval.

(h) Specimen Labeling. Each specimen (or groups of specimens labeled as a group) that is retained permanently must be clearly labeled as Cleveland Metroparks property and must be accessioned and cataloged in Cleveland Metroparks database. Unless exempted by additional Park District-specific stipulations, Permittee will complete the labels and catalog records and will provide accession information. It is Permittee's responsibility to contact the Research Manager for cataloging instructions and specimen labels as well as instructions on repository designation for the specimens.

(i) Specimen Use. Collected specimens may be used for scientific or educational purposes only and shall be dedicated to public benefit and made accessible to the public in accordance with Cleveland Metroparks policies and procedures.

(j) Specimen Transfer. Any specimens collected under this Permit, any components of any specimens (including but not limited to geological, archeological, fossils, natural organisms, enzymes or other bioactive molecules, genetic materials, or seeds), and research results derived from collected specimens are to be used for scientific or educational purposes only and may not be used for commercial or other revenue-generating purposes or sold to third parties without Cleveland Metroparks prior written approval.

EXHIBIT C
Study Plan

Title: «projecttitle»

Abstract: «projectabstract»

Background: «statementofissue»

Literature review: «literaturereview»

Intended use of results: «useofresults»

Objectives: «objectiveshypotheses»

Description: «descriptionstudyarea»

Procedure: «procedures»

Collections: «collections»

Analyses: «analyses»

Schedule: «schedule»

Literature cited: «literaturecited»

Publications: «publicationsreports»

Disposition of collections: «collectionsdispositiondestruction»

Data: «datamaterials»

Comments: «othercomments»

If a study plan is not included here, it must be attached to this permit.

EXHIBIT D

Contains Listing of:

Natural Resources Area Managers

Valerie Carter-Stone (216-780-9558, vcs@clevelandmetroparks.com): Big Creek, Brookside, Garfield Park, Lakefront, Ohio & Erie Canal, Washington, West Creek.

Tim Krynak (216-789-8791, tjk@clevelandmetroparks.com): Huntington, Bradley Woods, Rocky River, Mill Stream Run

Joshua Philipps (216-780-9559, jip1@clevelandmetroparks.com): Acacia, Euclid Creek, Wildwood, North Chagrin, South Chagrin

Erik Shaffer (440-943-5360, exs@clevelandmetroparks.com): Bedford, Brecksville, Hinckley

Park Managers

Cody Beshire (440-829-5473, cbb@clevelandmetroparks.com): West Creek

Keith Carney (216-316-5057, kmc@clevelandmetroparks.com): Garfield Park

Amanda Creque (440-679-1596, alc@clevelandmetroparks.com): Bedford

Rick Ditch (440-679-1264, rdd@clevelandmetroparks.com): Rocky River

Chad Heck (440-679-1239, rwh@clevelandmetroparks.com): Bradley Woods, Huntington

Shaun Jones (216-382-5660, sdj@clevelandmetroparks.com): Euclid Creek

Matt Krems (216-780-1304, mlk@clevelandmetroparks.com): Lakefront

Walter Kutolowski (216-635-3328, wpk@clevelandmetroparks.com): Brookside

Kenneth Morgan (216-739-6042, klm@clevelandmetroparks.com): Mill Stream Run

Jeremy Peppard (440-526-8300, jap@clevelandmetroparks.com): Brecksville

Eric Schneider (216-316-7102, eas1@clevelandmetroparks.com): Big Creek,

Ryan Shalashnow (440-679-1319, rds@clevelandmetroparks.com): South Chagrin

Brad Shawhan (440-943-4896, brs@clevelandmetroparks.com): North Chagrin, Acacia

Jeremy Skaggs (440-523-1241, jds1@clevelandmetroparks.com): Ohio & Erie Canal, Washington Park, Rivergate

Kenneth Stray (440-679-1245, kps@clevelandmetroparks.com): Hinckley

Nature Center Managers

Min Keung (440-473-3370 msk@clevelandmetroparks.com): Brecksville NC, Hinckley

Terry Joyce (216-206-1000, taj@clevelandmetroparks.com): CanalWay NC, Bedford, Ohio & Erie Canal, Garfield Park, Lakefront, Bedford, Rivergate

Bethany Majeski (440-473-3370 x7302, bmm@clevelandmetroparks.com): North Chagrin NC, South Chagrin, Acacia

Valerie Fetzer (440-734-6660, vjf@clevelandmetroparks.com): Rocky River NC, Mill Stream Run, Bradley Woods, Huntington

Gayle Albers (440-253-2150, gla@clevelandmetroparks.com): West Creek Watershed Stewardship Center, Big Creek, Brookside

Police Department

Cleveland Metroparks Police Dispatch (440-331-5530)

Research and Database Manager

Nathan W. Byer (440-253-2167 Office; 216-310- 7180 Cell; nwb@clevelandmetroparks.com)