

Agreement For the Transfer of Stocks to NCI Mouse Repository

Definitions:

DONOR: Scientist and Scientist's organization contributing MATERIAL to the NCI MOUSE REPOSITORY

REPOSITORY: Facility/Institution storing and shipping NCI MOUSE REPOSITORY MATERIAL

RECIPIENT: Scientist and Scientist's organization requesting and receiving NCI MOUSE REPOSITORY MATERIAL

DONOR is providing the following Mouse Stock(s) and/or related materials:
/Nci (Assigned MMHCC Strain Code) (hereinafter referred to as "MATERIAL").

1. The above MATERIAL is the property of the DONOR and is made available through the REPOSITORY to the RECIPIENT as a service to the research community.
2. **THIS MATERIAL IS NOT FOR USE IN HUMAN SUBJECTS, INCLUDING FOR PURPOSES OF DIAGNOSTIC TESTING.**
3. The MATERIAL will be used in accordance with the terms of the Release Category (indicate below).
4. The MATERIAL obtained from the REPOSITORY by the RECIPIENT will not be further distributed to others. The RECIPIENT shall refer any outside request for the MATERIAL to the REPOSITORY.
5. The RECIPIENT agrees to acknowledge the DONOR of the MATERIAL in any publications reporting use of the MATERIAL.
6. Any MATERIAL delivered pursuant to this Agreement is understood to be experimental in nature and may have hazardous properties. THE DONOR AND REPOSITORY MAKE NO REPRESENTATIONS AND EXTEND NO WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE USE OF THE MATERIAL WILL NOT INFRINGE ANY PATENT, COPYRIGHT, TRADEMARK, OR OTHER PROPRIETARY RIGHTS. Unless prohibited by law, RECIPIENT assumes all liability for claims for damages against it by third parties which may arise from the use, storage or disposal of the MATERIAL except that, to the extent permitted by law, the DONOR and/or REPOSITORY shall be liable to the Recipient when the damage is caused by the gross negligence or willful misconduct of the DONOR and/or .
7. The RECIPIENT agrees to use the MATERIAL in compliance with all applicable statutes and regulations, including all applicable Federal statutes and Public Health Service policies relating to the use and care of laboratory animals (see 7 U.S.C. 2131 et seq.). Additional information is available from the NIH Office of Laboratory Animal Welfare (Telephone 301-496-7163).
8. The MATERIAL is provided by the DONOR at no cost.

The AUTHORIZED DONOR OFFICIAL (e.g., a technology licensing official) and AUTHORIZED REPOSITORY OFFICIAL must sign and return this letter to the REPOSITORY, which will subsequently return an executed copy to the DONOR. The DONOR will then send the MATERIAL to the REPOSITORY.

DONOR INFORMATION and SIGNATURE

Organization:

Scientist:

Address:

Telephone:

Fax:

Signature of Scientist: (optional) _____

Certification of Authorized Donor Official: I agree that before the MATERIAL is used in a product offered for sale, in a commercial manufacturing process, including quality control procedures, or to provide a commercial service, such use will be permitted only according to the DONOR-assigned Release Category (see below for explanation):

A B C (check all that apply)

Signature of Authorized Donor Official

Date

Printed Name: _____

Title: _____

Donor-Assigned Release Categories:

Release Category	Description
A	Mouse stocks may be used for research or commercial purposes without an agreement with the donor.
B	If Recipient is a for-profit institution, Recipient must sign an agreement for commercial use* with Donor's institution before receiving the mouse stocks. If Recipient is a nonprofit institution, Recipient may use mouse stocks for research purposes only and must sign an agreement with the Donor's institution for commercial use* before using or incorporating the mouse stocks for commercial purposes. The Donor reserves the right to contact the Repository to obtain a list of subsequent Recipients that receive the Material.
C	Mouse stocks may be used for research purposes only. Recipient must not use or incorporate the mouse stocks for commercial purposes.

* “[C]ommercial use of mouse stocks” shall mean, for example:

- a) use of the mouse stocks for commercial purposes, such as a product offered for sale; commercial manufacture, distribution, or provision of services including quality control procedures; or for development of a directly related secondary product or service that can be sold; or
- b) commercial marketing by recipient or recipient's licensee of a directly related secondary product developed using donor's mouse stocks.

FOR REPOSITORY USE ONLY

REPOSITORY INFORMATION and AUTHORIZED REPOSITORY SIGNATURE

Name and Address of NCI MOUSE REPOSITORY:

Lisa M. Gallmon

Technology Development Administrative Specialist

National Cancer Institute/National Institutes of Health

Technology Transfer Center

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email: lisa.gallmon@nih.gov

Name of Authorized Repository Official: LISA D. FINKELSTEIN, Ph. D

Title of Authorized Repository Official: Technology Transfer Manager, TTC, NCI

Certification of Authorized Repository Official:

This Agreement is a modified NIH Simple Letter of Agreement.

Signature of Authorized Repository Official

Date

SAMPLE