

Material Transfer Agreement to the National Institutes of Health (NIH), Rat Resource and Research Center (RRRC).

Definitions:

DONOR: Scientist and Scientist's organization contributing material(s) to the RRRC.

RECIPIENT: Scientist and Scientist's organization requesting and receiving RRRC material(s).

DONOR is providing the following Rat Stock(s) and/or related materials:

(hereinafter referred to as "MATERIAL");

1. The above MATERIAL is the property of the DONOR and is made available through the RRRC 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 RRRC will require that the MATERIAL will be used in accordance with the terms of the Release Category indicated below.
4. The MATERIAL obtained from the RRRC by the RECIPIENT will not be further distributed to others. The RECIPIENT shall refer any outside request for the MATERIAL to the RRRC. To the extent supplies are available; the RRRC agrees to make the MATERIAL available to other scientists.
5. The RECIPIENT will be required to acknowledge the DONOR of the MATERIAL and the RRRC 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 RRRC 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 shall assume all liability for claims for damages against it by third parties which may arise from the RECIPIENT's use, storage, or disposal of the MATERIAL.
7. The RECIPIENT will agree 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 Protection from Research Risk (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) must sign and return two copies of this letter to the RRRC and await acknowledgement. The DONOR can then contact the assigned RRRC to transfer the MATERIAL.

DONOR INFORMATION and AUTHORIZED DONOR SIGNATURE

Organization:

Scientist:

Address:

Telephone:

Fax:

E-mail:

The RRRC will not accept any changes or modifications to this agreement.

Certification of Authorized DONOR Official: The MATERIAL is to be used only according to the DONOR-assigned Release Category (see below for explanation).

Donor-Assigned Release Categories (check all that apply):

- | <u>Release Category</u> | <u>Description</u> |
|-----------------------------------|---|
| <input type="checkbox"/> A | Rat stocks and/or related materials may be used for research or commercial purposes without an agreement with the DONOR. |
| <input type="checkbox"/> B | RECIPIENT must sign an agreement with the DONOR'S institution for commercial use* before receiving the rat stocks and/or related materials. |
| <input type="checkbox"/> C | RECIPIENT must not use or incorporate the rat stocks and/or related materials for commercial purposes. |

* "Commercial use of rat stocks" shall mean, for example:

1. Use of the rat 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
2. Commercial marketing by recipient or recipient's licensee of a directly related secondary product developed using donor's rat stocks and/or related materials.

Signature of Authorized Donor Official

Date

Name of Authorized Donor Official:

Title of Authorized Donor Official:

E-mail:

Certification of Donor Scientist: I have read and understood the conditions outlined in this Agreement and I agree to abide by them in the release of my MATERIAL to the RRRC for redistribution according to the indicated Release Category.

Signature of Donor Scientist

Date

Name:

RRRC INFORMATION and AUTHORIZED RRRC SIGNATURE

Name of RRRC Organization: The Curators of the University of Missouri on Behalf of the University of Missouri- Columbia

Name of RRRC Official: Harriet F. Francis, MS, JD

Title of RRRC Official: Sr. Contracting Officer, OTMIR

E-mail francish@missouri.edu

Signature of RRRC Official

Date

Please send completed form to:

RRRC Strain Acquisition Coordinator
4011 Discovery Drive
Columbia, MO 65201

The RRRC will not accept any changes or modifications to this agreement.