

Agreement for Requesting Stocks from 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).

RRRC: Rat Resource and Research Center

In response to RECIPIENT'S request for the following Rat Stock(s) and/or related materials (hereinafter referred to as MATERIAL) _____, the RRRC asks that the RECIPIENT and the RECIPIENT SCIENTIST agree to the following before the RECIPIENT receives the 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 MATERIAL will be used for internal non-commercial research purposes only.

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, under this same Agreement, to other scientists.

5. The RECIPIENT agrees 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 assumes all liability for claims and damages it incurs against it by third parties which may arise from the RECIPIENT' s use, storage, or disposal of the MATERIAL.

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.). Non U.S. RECIPIENTS agree to adhere to all applicable governmental standards for humane care and use of animals and assures the RRRC that it has appropriate animal care and use policies in place. The "Public Health Service Policy on Humane Care and Use of Laboratory Animals" and "Guide for the Care and Use of Laboratory Animals" are examples of acceptable standards for humane care of the use of research animals.

8. The MATERIAL is provided by the RRRC with a transmittal fee solely to reimburse the RRRC for its preparation and distribution costs (excluding freight charges). Charges for freight shipping must be paid by the RECIPIENT. The RECIPIENT is responsible for shipping arrangements and arranging of a designated carrier for shipping of MATERIAL to the RECIPIENT. Upon delivery of the MATERIAL to the RECIPIENT's designated carrier, risk of loss and title to the MATERIAL will pass to the RECIPIENT or the carrier, as applicable between the RECIPIENT and the carrier. The RECIPIENT may not, without prior written consent of the RRRC return MATERIAL to the RRRC.

An AUTHORIZED RECIPIENT OFFICIAL (e.g. a technology licensing officer) and RECIPIENT SCIENTIST must sign and return two copies of this letter to the RRRC before the RRRC will send the MATERIAL to the RECIPIENT. The RRRC will subsequently return one executed copy to the RECIPIENT.

RECIPIENT INFORMATION and AUTHORIZED RECIPIENT SIGNATURE

Organization: _____

Scientist: _____

Address: _____

Telephone: _____

Fax: _____ E-mail _____

Certification of Authorized Recipient Official: I agree that the MATERIAL is being provided for internal non-commercial research purposes only. I also agree that prior to any commercial use, I shall first obtain appropriate consent for such commercial use.

Signature of Authorized Recipient Official Date

Name of Authorized Recipient Official: _____

Title of Authorized Recipient Official: _____

E-mail of Authorized Recipient Official: _____

Acknowledgement of Recipient Scientist: I have read and understood the conditions outlined in this Agreement and I agree to abide by them in the receipt and use of the MATERIAL.

Signature of Recipient Scientist Date

Name

ACCEPTED ON BEHALF OF THE RRRC

The Curators of the University of Missouri on Behalf of the University of Missouri- Columbia

Name of RRRC Official: Chase Bunger, JD

Title of RRRC Official: Research Contracts Manager

Signature of RRRC Official Date

The RRRC accepts electronic copies and originals.

Please email electronic copies to:

rrrc@missouri.edu

Please mail originals, if required by your institution, to:

RRRC Strain Acquisition Coordinator
4011 Discovery Drive
Columbia, MO 65201

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