

Agreement for the Transfer of Stocks To the Mutant Mouse Resource & Research Centers

Definitions:

DONOR: Scientist and Scientist's organization contributing material(s) to the MMRRC.
MMRRC: Mutant Mouse Resource & Research Centers.
MMRRC CENTER: A MMRRC Facility/Institution storing and shipping MMRRC material(s).
MMRRC ICSC: The MMRRC Informatics, Coordination and Service Center.
MMRRC CC: The MMRRC Coordinating Committee responsible for accepting and assigning incoming mouse strains.
RECIPIENT: Scientist and Scientist's organization requesting and receiving MMRRC material(s).

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

MMRRC Strain ID: _____ (hereinafter referred to as MATERIAL);

1. The above MATERIAL is the property of the DONOR and is made available through the MMRRC 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.** The MMRRC will require that the MATERIAL be used for biomedical research purposes only.
3. If the DONOR does not want the MMRRC to distribute the above MATERIAL to for-profit organizations, DONOR must indicate here by marking this box:
4. The RECIPIENT shall refer any outside request for the MATERIAL to the MMRRC. To the extent supplies are available, the MMRRC agrees to make the MATERIAL available to other scientists. The RECIPIENT may distribute cross-bred or genetically-modified organisms incorporating the modified allele(s) of the DONOR's MATERIAL to non-profit institutions for biomedical research purposes only, but only under a separate Letter of Permission to Transfer MMRRC Strains provided by the MMRRC.
5. The MMRRC will require the RECIPIENT to acknowledge the DONOR of the MATERIAL and the MMRRC in any presentations and 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 MMRRC 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 and damages it incurs by third parties which may arise from the RECIPIENT's use, storage or disposal of the MATERIAL.
7. The MMRRC will require the RECIPIENT to use the MATERIAL in compliance with all applicable statutes and regulations, including, for U.S. RECIPIENTS, applicable U.S. Federal statutes and Public Health Service policies for the use and care of laboratory animals (see 7 USC 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 MMRRC CENTER 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 and use of research animals.
8. The MATERIAL is provided by the DONOR at no cost.

This Agreement may be executed in any number of counterparts, including facsimile or scanned PDF documents. Each such counterpart, facsimile or scanned PDF document shall be deemed an original instrument, and all of such counterparts, together, shall constitute one and the same executed Agreement.

An AUTHORIZED DONOR OFFICIAL (e.g., a technology licensing official) and DONOR SCIENTIST must sign and return this letter to the MMRRC ICSC. The MMRRC will subsequently return one executed copy of this letter to the DONOR. The DONOR can then contact the assigned MMRRC CENTER to transfer the MATERIAL.

DONOR INFORMATION and AUTHORIZED DONOR SIGNATURE

Organization: _____

Scientist: _____

Address: _____

Telephone: _____ Fax: _____

E-mail: _____

Certification of Authorized DONOR Official: The MATERIAL is being provided to the MMRRRC by the DONOR for redistribution by the MMRRRC to researchers for biomedical research purposes only.

Signature of Authorized Donor Official

Date

Name of Authorized Donor Official

Title of Authorized Donor Official

E-mail of Authorized Donor Official

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 MMRRRC for redistribution.

Signature of Donor Scientist

Date

Name of Donor Scientist

Please send completed form to:

MMRRRC ICSC -- Strain Donation Coordinator

University of California, Davis

2795 Second Street, Suite 400

Mouse Biology Program

Davis, CA 95618

FAX: 530-757-3284

Email: sacoord@mmrrc.org

AUTHORIZED MMRRRC SIGNATURE:



Signature of Authorized MMRRRC Official

Title of Authorized MMRRRC Official: P.I. and Strain Donation Coordinator, MMRRRC ICSC (or designate)

E-mail: sacoord@mmrrc.org