

Agreement for the Transfer of Swine to the National Swine Resource and Research Center (NSRRC)

Definitions:

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

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

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

Strain Name: _____
(hereinafter referred to as "MATERIAL");

1. The above MATERIAL is the property of the DONOR and is made available through the NSRRC 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 NSRRC requires that the MATERIAL will be used for internal non-commercial biomedical research purposes ONLY. If the donor does not want the NSRRC to distribute the above MATERIAL to for-profit organizations, DONOR must indicate by marking this box.
4. The MATERIAL obtained from the NSRRC by the RECIPIENT will not be further distributed to others. The RECIPIENT shall refer any outside request for the MATERIAL to the NSRRC. To the extent supplies are available; the NSRRC agrees to make the MATERIAL available, under this same Agreement, to other scientists.
5. The outgoing MTA will require RECIPIENT to acknowledge the DONOR of the MATERIAL 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 NSRRC 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, and without waiving sovereign immunity, RECIPIENT shall assume all liability for claims for damages against it by third parties which may arise from the 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 must sign and return two copies of this letter to the NSRRC and await acknowledgement. The NSRRC will then contact the DONOR to arrange transfer of the MATERIAL.

DONOR INFORMATION and AUTHORIZED DONOR SIGNATURE

Organization: _____

Scientist: _____

Address: _____

Telephone: _____ Fax: _____

E-mail _____

Certification of Authorized DONOR Official: The MATERIAL is to being provided to the NSRRC by the DONOR for redistribution to researchers for internal non-commercial biomedical research purposes only.

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 NSRRC for redistribution.

Signature of Donor Scientist: _____ Date: _____

Name: _____

NSRRC INFORMATION and AUTHORIZED NSRRC SIGNATURE

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

Name of NSRRC Official: _____

Title of NSRRC Official: _____

E-mail _____

Signature of NSRRC Official: _____ Date: _____

Please send completed form to: Dr. Eric Walters
NSRRC Project Director
University of Missouri
WBC 107 ASRC
920 E. Campus Dr.
Columbia, MO 65201