

Agreement for Receiving Stocks from the National Swine Resource and Research Center (NSRRC)

Definitions:

DONOR: Organization contributing material(s) to the NSRRC.

RECIPIENT: Organization requesting and receiving NSRRC material(s).

In response to RECIPIENT'S request for the following Swine Stock(s) and/or related materials (hereinafter referred to as MATERIAL) _____, the NSRRC requires that the RECIPIENT 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 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. THIS MATERIAL AND ANIMALS OR ANIMAL PRODUCTS CREATED FROM THIS MATERIAL ARE NOT TO BE USED FOR FOOD WITHOUT PRIOR AUTHORIZATION FROM FDA IN ACCORDANCE WITH 21 CFR § 511.1(b)(5).
3. The MATERIAL will be used for internal non-commercial research purposes ONLY.
4. The MATERIAL will not be further distributed to others, and RECIPIENT will 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 RECIPIENT shall not make additional genetic modifications to the MATERIAL unless a written agreement is established with the DONOR.
6. The RECIPIENT agrees to acknowledge the DONOR of the MATERIAL in any presentations and publications reporting use of the MATERIAL.
7. 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. NSRRC disclaims all liability for claims and damages that may arise from the RECIPIENT's use, storage or disposal of the MATERIAL.
8. The RECIPIENT agrees to use the MATERIAL in compliance with all applicable statutes and regulations.
9. For all studies conducted by the RECIPIENT using this material, or animals or animal products from this material, the RECIPIENT acknowledges that it is considered a Contract Research Organization under 21 CFR § 511.1(f)(1). Pursuant to 21 CFR §§ 511.1(f)(2) and (3), NSRRC hereby transfers to the RECIPIENT all regulatory obligations of 21 CFR §§ 511.1(b)(4)(v)(a), (5), (6), and (8)(i), (ii), and (v). These obligations include: keeping such animals and animal products out of the food/feed supply without FDA authorization, the right to obtain food/feed authorization from FDA, submission of data to FDA upon request, keeping records for at least 2 years after you are no longer considered a Contract Research Organization, reporting to NSRRC any findings that suggest any hazards associated with the animals or use of any animal products, and not using the animals or animal products for any commercial venture. The RECIPIENT, as a Contract Research Organization, shall be subject to possible FDA inspection and the same regulatory action as a sponsor for failure to comply with any of these assumed obligations.

10. If the RECIPIENT anticipates that it will generate genetically modified organisms that include modifications beyond those contained in this MATERIAL, the RECIPIENT will contact FDA to determine whether any additional regulatory obligations would apply to the RECIPIENT.
11. If the RECIPIENT anticipates that it will generate cross-bred or genetically-modified organisms incorporating the DONOR's modified allele(s), RECIPIENT may transfer such cross-bred or genetically-modified organism(s) to non-profit institutions under the terms of a material transfer agreement that notifies the not-for-profit institution of the existence of DONOR's rights to the modified allele(s) and restricts the use of the transferred organism(s) by the not-for-profit recipient to teaching or not-for-profit research purposes only. This Agreement does not transfer any of the DONOR's patent, invention, or other intellectual property rights in the organism(s) to RECIPIENT. Additionally, to the extent that any other party has any patent, invention or other intellectual property rights in the organism(s), these rights are not transferred to RECIPIENT by DONOR.
12. The MATERIAL is provided by the NSRRC with a transmittal fee solely to reimburse the NSRRC for its preparation and distribution costs (excluding freight charges). Charges for freight shipping must be paid by the RECIPIENT.

An AUTHORIZED RECIPIENT OFFICIAL and the RECIPIENT SCIENTIST must sign and return two copies of this letter to the NSRRC before the NSRRC will send the MATERIAL to the RECIPIENT. The NSRRC 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 commercial use.

Signature of Authorized Recipient Official

Date

Name of Authorized Recipient Official: _____

Title of Authorized Recipient Official: _____

Certification 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

NSRRC INFORMATION and AUTHORIZED NSRRC SIGNATURE

NSRRC Outgoing MTA 1-09

Name of NSRRC Official: _____

Title of NSRRC Official: _____

Signature of NSRRC Official Date

Please send completed form to:

Lela Riley, PhD
4011 Discovery Drive
University of Missouri
Columbia, MO 65201