

## Agreement for Requesting Stocks NCI Mouse Repository

### Definitions:

DONOR: Scientist and Scientist's organization contributing material(s) to the NCI MOUSE REPOSITORY

REPOSITORY: Facility/Institution storing and shipping NCI MOUSE REPOSITORY material(s)

RECIPIENT: Scientist and Scientist's organization requesting and receiving NCI MOUSE REPOSITORY material(s)

In response to RECIPIENT'S request for the following Mouse Stock(s) and/or related materials **Strain Code** \_\_\_\_\_ (hereinafter referred to as MATERIAL), the REPOSITORY 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 REPOSITORY 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 in accordance with the terms of the Release Category indicated below.

4. The MATERIAL obtained from the REPOSITORY by the RECIPIENT will not be further distributed to others. The RECIPIENT shall refer any outside request for the MATERIAL to the REPOSITORY. To the extent supplies are available, the REPOSITORY agrees to make the MATERIAL available, under this same Agreement, to other scientists.

5. The RECIPIENT agrees to acknowledge the DONOR of the MATERIAL 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 REPOSITORY 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 for damages against it by third parties which may arise from 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.). Additional information is available from the NIH Office of Laboratory Animal Welfare (Telephone 301-496-7163).

8. The MATERIAL is provided by the REPOSITORY at no cost. Charges for air freight shipping are additional and must be paid by the RECIPIENT.

9. If the MATERIAL consists of DuPont's OncoMouse® technology (designated in Release Category D), please note the attached **Addendum**.

**An AUTHORIZED RECIPIENT OFFICIAL (e.g., a technology licensing officer) and RECIPIENT SCIENTIST must complete this Agreement and submit it to the REPOSITORY before the REPOSITORY will send the MATERIAL to the RECIPIENT.** The REPOSITORY will subsequently return one executed copy to the RECIPIENT.

**RECIPIENT SCIENTIST INFORMATION**

Organization:	
Scientist:	
Address:	
Telephone:	
Fax:	

**AUTHORIZED RECIPIENT OFFICIAL INFORMATION**

Name of Authorized Recipient Official:	
Title of Authorized Recipient Official:	

**DONOR INFORMATION**

Donor Organization(s):	
Donor Scientist(s):	

**Certification of Authorized Recipient Official:** I agree that before I use the MATERIAL in a product offered for sale, in a commercial manufacturing process, including quality control procedures, or to provide a commercial service, such use will be only according to the DONOR-assigned Release Categories:

\*\*[C]ommercial use of mouse stocks” shall mean, for example:

1. use of the mouse 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 mouse stocks.

Signature of Authorized Recipient Official

\_\_\_\_\_ Date

**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, including use of MATERIAL according to the indicated Release Category.

\_\_\_\_\_ Signature of Recipient Scientist

\_\_\_\_\_ Date

**For Repository Use Only:**

**REPOSITORY INFORMATION and AUTHORIZED REPOSITORY SIGNATURE**

Name and Address: Lisa M. Gallmon  
Technology Development Administrative Specialist  
National Cancer Institute/National Institutes of Health  
Technology Transfer Center  
6120 Executive Blvd., Suite 450  
Rockville, MD 20852  
Tele: 301-451-3720  
Fax: 301-402-2117  
Email: gallmonlm@mail.nih.gov

**Certification of Authorized Repository Official:** This Agreement is a modified NIH Simple Letter of Agreement.

\_\_\_\_\_  
LISA D. FINKELSTEIN, Ph. D  
Technology Transfer Specialist, TTC, NCI

\_\_\_\_\_  
Date

SAMPLE

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**Addendum for the Transfer of DuPont OncoMouse® Technology**

NCI is permitted to transfer the above-referenced MATERIAL (claimed in U.S. Patents 4,736,866, 5,087,571, and 5,925,803; collectively known as "the DuPont patent rights") under the following conditions:

a) Non-profit RECIPIENT may use MATERIAL for its internal noncommercial research purposes only. The MATERIAL will not be used for any commercial purpose or for the direct benefit of any for-profit institution (except as may be permitted under written agreement between the RECIPIENT'S institution and DuPont). Accordingly and without limitation, the RECIPIENT is not permitted under this Transfer Agreement to use any MATERIAL to test compounds for any commercial purpose or for the direct benefit of any for-profit institution or use the MATERIAL for the production of products for any commercial purpose or for the direct benefit of any for-profit institution.

The MATERIAL may not be further transferred by RECIPIENT to any other party (except as may be permitted under written agreement between RECIPIENT and DuPont).

b) The non-profit RECIPIENT institution is notified by PHS of the existence of the DuPont patent rights and that the restrictions set forth under (a) above shall exist only during the term of these patent rights.

c) With respect to further license rights to these patent rights, the RECIPIENT should contact:

Associate Director, Commercial Development  
DuPont Intellectual Assets & Licensing  
Experimental Station 268  
Rt. 141 and Henry Clay Wilmington,  
DE 19880-0268 USA Email:  
[oncomouse@usa.dupont.com](mailto:oncomouse@usa.dupont.com)