

**Material Transfer Agreement for the Transfer of Organisms (MTA-TO)  
to Academic/ Not-for-Profit Organizations**

In response to RECIPIENT's request for the MATERIAL (specifically, the name of the gene or allele mutation that makes the organism(s) unique) \_\_\_\_\_

found within the \_\_\_\_\_ [organism strain, species], and any unmodified derivative and unmodified progeny, as well as any biological materials (including, without limitation: zygotes, embryos, cells, tissues, fluids, etc.) which contain or incorporate the MATERIAL and are derived directly from the original organism or its unmodified progeny, to be used for the purpose of:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

The PROVIDER requires that the RECIPIENT agree to and the RECIPIENT SCIENTIST acknowledge the following terms before the RECIPIENT receives the MATERIAL:

1. The above MATERIAL is the property of the PROVIDER and is made available as a service to the research community.
2. **THIS MATERIAL IS NOT FOR USE IN HUMAN SUBJECTS.**
3. The MATERIAL will be used for teaching or not-for-profit research purposes only.
4. The MATERIAL will not be further distributed to others who are not under the RECIPIENT SCIENTIST's direct supervision without the PROVIDER's written consent. The RECIPIENT shall refer any request for the MATERIAL to the PROVIDER. To the extent supplies are available, the PROVIDER or the PROVIDER SCIENTIST agree to make the MATERIAL available, under a separate Material Transfer Agreement for the Transfer of Organisms to other scientists for teaching or not-for-profit research purposes only.
5. The RECIPIENT agrees to acknowledge the source of the MATERIAL in any publications reporting use of it.
6. Any MATERIAL delivered pursuant to this Agreement is understood to be experimental in nature and may have hazardous properties. THE PROVIDER MAKES NO REPRESENTATIONS AND EXTENDS 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 the use, storage or disposal of the MATERIAL except that, to the extent permitted by law, the PROVIDER shall be liable to the RECIPIENT when the damage is caused by the gross negligence or willful misconduct of the PROVIDER.
7. The RECIPIENT agrees to use the MATERIAL in compliance with all applicable statutes and regulations.
8. If the RECIPIENT anticipates that it will generate cross-bred or genetically-modified organisms incorporating the PROVIDER'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 PROVIDER'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 PROVIDER'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.
9. If NIH is the PROVIDER, the following addenda may be attached (check all that apply):  
 Cre-Lox Addendum,  OncoMouse<sup>®</sup> Addendum,  Animal Transfer Addendum, *or*  Animal Transfer Agreement (not required for transfers within NIH),  Other

The PROVIDER, RECIPIENT and RECIPIENT SCIENTIST must sign both copies of this letter and return one signed copy to the PROVIDER. The PROVIDER will then send the MATERIAL.

