

PUBLIC HEALTH SERVICE

**MATERIAL TRANSFER AGREEMENT:
For Requesting Research Material from NIA's Mutant Mouse Aging Colony**

This Material Transfer Agreement ("MTA") has been adopted for use by the National Institute on Aging (NIA) at the National Institutes of Health (NIH) specifically for transferring research material (**RESEARCH MATERIAL**) to academia and non-profits.

Definitions:

DONOR: Scientist and Scientist's organization contributing material(s) to the Mutant Mouse Aging Colony.

REPOSITORY: Facility/Institution storing and shipping stocks for the National Institute on Aging, through its Contractor, Taconic Farms, contract N01-AG-4-0009.

RECIPIENT: Scientist and Scientist's Institution requesting and receiving NIA's material(s).

In response to the **RECIPIENT'S** request for the following **RESEARCH MATERIAL:** (describe with specificity: strain name and NIA line #, etc.)

(hereinafter referred to as **RESEARCH MATERIAL**), the NIA asks that the **RECIPIENT INSTITUTION** and the **RECIPIENT SCIENTIST** agree to the following before the **RECIPIENT** receives the **RESEARCH MATERIAL**.

This **RESEARCH MATERIAL** will be used by **RECIPIENT'S** Investigator solely in connection with the following government-funded research project ("**RESEARCH PROJECT**") described with specificity as follows (include grant number, PI, and title):

Grant Number	
Scientist Institution	
Scientist	
Title	

1. The above **RESEARCH MATERIAL** is the property of the **DONOR** and is made available through the **REPOSITORY** (Taconic Farms) to the **RECIPIENT** as a service to the research community.
2. **THIS RESEARCH MATERIAL MAY NOT BE USED IN HUMAN SUBJECTS, INCLUDING FOR PURPOSES OF DIAGNOSTIC TESTING.** The **RESEARCH MATERIAL** will only be used for research purposes by **RECIPIENT'S** investigator in his/her laboratory, for the research project described below, under suitable containment conditions. This **RESEARCH MATERIAL** will

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not be used for screening, production or sale, for which a commercialization license may be required. The **RESEARCH MATERIAL** will not be used for any project funded in any part by any commercial entity. **RECIPIENT** agrees to comply with all Federal rules and regulations applicable to the **RESEARCH PROJECT** and the handling of the **RESEARCH MATERIAL**.

3. The **RESEARCH MATERIAL** obtained from the **REPOSITORY** by the **RECIPIENT** will not be further distributed to others. **RECIPIENT**'s Investigator agrees to retain control over this **RESEARCH MATERIAL** and agrees not to transfer the **RESEARCH MATERIAL** or any part thereof to other individuals not under her or his direct supervision. **RECIPIENT**'s Investigator agrees they will not breed the mice described as the **RESEARCH MATERIAL**. The **RECIPIENT** shall refer any outside request for the **RESEARCH MATERIAL** to the **NIA**.
4. In all oral presentations or written publications concerning the **RESEARCH PROJECT**, **RECIPIENT** will acknowledge **DONOR**'s contribution of this **RESEARCH MATERIAL** unless requested otherwise.
5. Any **RESEARCH MATERIAL** delivered pursuant to this Agreement is understood to be experimental in nature and may have hazardous properties. This **RESEARCH MATERIAL** is provided as a service to the research community. **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 OR 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 **RESEARCH MATERIAL**.
6. The **RECIPIENT** agrees to use the **RESEARCH 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 Animal Welfare (<http://grants.nih.gov/grants/olaw/olaw.htm>).
7. **RECIPIENT** shall retain title to any patent or other intellectual property rights in inventions made by its employees in the course of the **RESEARCH PROJECT**. **RECIPIENT** agrees not to claim, infer, or imply endorsement by the Government of the United States of America (hereinafter referred to as "**Government**") of the **RESEARCH PROJECT**, the institution or personnel conducting the **RESEARCH PROJECT** or any resulting product(s). Unless prohibited by law from doing so, **Recipient** agrees to hold the **Government** harmless and to indemnify the **Government** for all liabilities, demands, damages, expenses and losses arising out of **RECIPIENT'S** use for any purpose of the **RESEARCH MATERIAL**.

8. The undersigned **RECIPIENT** and the **NIA** expressly certify and affirm that the contents of any statements made herein are truthful and accurate.
9. This **MTA** shall be construed in accordance with Federal law as applied by the Federal courts in the District of Columbia.

SIGNATURES BEGIN HERE:

RECIPIENT'S INFORMATION:

Date **RECIPIENT'S** Investigator and Title

Date Authorized Signature for **RECIPIENT** and Title

RECIPIENT'S Official and Mailing Address:

Provider: National Institute on Aging

Date **NIA's** Investigator and Title

Date Donald E. Bortner, Technology Development Coordinator
Authorized Signature for **NIA** and Title

NIA's Official and Mailing Address:

Donald Bortner
Technology Development Coordinator, NIA
Gerontology Research Center, Room 3C-309
5600 Nathan Shock Drive
Baltimore MD 21224

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