

## **ANIMAL TRANSFER AGREEMENT**

This Animal Transfer Agreement has been adopted for use by the National Institutes of Health (NIH) for use in transferring animals for research purposes pursuant to Section 301 of the Public Health Service Act.

**Provider:** (name of NIH laboratory transferring the animal)

**Recipient:** (name of laboratory/institution receiving the animal)

**The Provider agrees to transfer the following animal(s) to the Recipient:** (describe the animals)

- Recipient agrees to use the animal(s) solely in connection with biomedical or behavioral research.
- Relevant documents concerning the medical history, health status, and research uses of the animal(s), including prior surgical procedures and any infectious disease (human or zoonotic) to which the animal(s) may have been exposed, are attached to this agreement.
- For domestic recipients, recipient agrees that it will comply with the Animal Welfare Act and its implementing regulations, as applicable. Recipient agrees that it will adhere to all applicable national standards for humane care and use of the animal(s), and assures the Provider that it has appropriate animal care and use policies in place. The "Public Health Service Policy on Humane Care and Use of Laboratory Animals" and the "Guide for Care and Use of Laboratory Animals" are examples of acceptable standards for humane care and use of research animals.
- Recipient agrees that it will adhere to appropriate biosafety practices and use the animals in a safe and responsible manner. The National Institutes of Health/ Centers for Disease Control publication "Biosafety in Microbiological and Biomedical Laboratories" is an example of acceptable standards for biosafety practices. Recipient agrees that it will comply with applicable import/export regulations.
- In accepting the animal(s), recipient accepts full ownership, custody, and control of the animal(s), except that to the extent the Government has any patent, invention or any other intellectual property rights in the animal(s), the Government retains these rights. Additionally, to the extent that any party other than the Government has any patent, invention or other intellectual property rights in the animal(s), these rights are not transferred to the recipient.
- Provider is transferring the animal(s) as a service to the research community. The animal(s) is transferred to the Recipient with no warranties, express or implied, including any warranty of merchantability or fitness for a particular purpose. Unless prohibited by law from doing so, Recipient agrees to hold the United States Government harmless and to indemnify the Government from all liabilities, demands, damages, expenses and losses arising out of Recipient's care, use, or treatment of the animal(s).
- Recipient agrees not to claim, infer, or imply Governmental endorsement of the Recipient, the research project, the institution or personnel conducting the research, or any resulting product(s).
- The undersigned Provider and Recipient expressly certify and affirm that they are authorized to sign this agreement on behalf of their respective institutions, and that the statements made herein are truthful and accurate.
- This animal transfer agreement shall be construed in accordance with Federal law as applied by the United States Court of Appeals for the District of Columbia.

**Any additional terms:**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Recipient Signature

\_\_\_\_\_  
Recipient Name, title, mailing address

\_\_\_\_\_  
Date

\_\_\_\_\_  
Provider Signature

\_\_\_\_\_  
Provider name, title, mailing address

ARAC Approved 2/12/97  
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