

Request for Animal Shipment (Export)

Date of request: _____
Name of Investigator Requesting Shipment: _____
Phone: _____ Fax: _____
e-mail: _____

Animal information:

Species: _____ Room # _____
Strain: _____ Number of Animals: ____ Sex: ____ Age: ____
Strain: _____ Number of Animals: ____ Sex: ____ Age: ____
Strain: _____ Number of Animals: ____ Sex: ____ Age: ____

Destination

Receiving Investigator: _____
Institute: _____
Address: _____

Receiving Institute Veterinarian _____
Phone # _____

NOTE FURTHER REQUIREMENTS:

- Animal shipments require the prior approval of the **Animal Resource Department** at the receiving institution.

For the receiving Animal Resource Department:

Name of contact: _____
Title: _____
Phone # : _____ Fax # : _____
e-mail : _____
Shipping Address : _____

- An **Animal Transfer and Liability Agreement** from RPCI must be signed by receiving investigator/Institute prior to animal release. Please contact Peter Reczek, Ph.D., Director of Technology Transfer at ext. 8192 for assistance with this step.
- An **Animal Protocol Assurance form** must be signed by the receiving investigator/Institution (see next page).

Animal Protocol Assurance

(Filled out and signed by persons at receiving Institute)

Protocol PI: _____

Contact information if different from requestor: _____

Protocol Title: _____

IACUC approval number: _____ Expiration date: _____

IACUC Chairperson: Name: _____

Phone Number: _____

PHS Animal Welfare Assurance Number: _____

PI's Signature: _____ Date: _____



Roswell Park Cancer Institute

ANIMAL TRANSFER AND LIABILITY AGREEMENT

_____ and its investigator(s) (hereinafter collectively referred to as "Recipient") in consideration of the receipt of Animals from Health Research, Inc., Roswell Park Division (hereinafter referred to as "Roswell") hereby agree to the following terms and conditions:

- 1) The animals and any accompanying know-how and data (hereinafter "Animals") to be provided to Recipient are as follows:

- 2) Roswell shall provide Animals exclusively for research and experimental use only by the Recipient. Use will be in compliance with all applicable Federal, State, and local laws and regulations, including, but not limited to, animal welfare laws and regulations and guidelines set forth by the National Institutes of Health (NIH), US Department of Agriculture (USDA) or other government agencies regarding the use of animals.
- 3) Animals, including any progeny thereof, are the property of Roswell. Ownership of modifications and derivatives of animals will be negotiated in good faith by the parties hereto depending upon (a) their relative contribution to the creation of said modifications and derivatives; and (b) any applicable laws and regulations relating to inventorship.
- 4) Recipient shall not sell or otherwise distribute animals to a third party for any purpose. This Agreement and the resulting transfer of Animals constitute a non-exclusive license to use the animals solely for basic research or other not-for-profit purposes. Recipient shall not use the animals for any products or processes for profit-making or commercial purposes. Roswell may terminate the authorization contained in this Agreement at any time upon thirty (30) days notice, in which case all animals will be returned by the Recipient.
- 5) This agreement is not assignable by Recipient without specific written consent by Roswell.
- 6) Roswell has, or may, make animals available to others, both profit and non-profit.
- 7) Recipient agrees to provide Roswell with a copy of any publications which contain experimental results obtained from the use of the animals. Recipient will acknowledge Roswell as the source of the animals in all publications containing any data or information about the animals unless Roswell indicates otherwise.

- 8) Recipient shall bear all risks arising from the use, either directly or indirectly, to which the animals or their progeny are put that could not have been made but for these animals.
- 9) To the extent allowable under applicable laws, Recipient agrees to indemnify, defend and hold harmless Health Research, Inc., Roswell Park Cancer Institute and the New York State Department of Health and its trustees, officers, staff, representatives and agents against all damages, expenses (including without limitation legal expenses), claims, demands, suits or other actions arising from Recipient's acceptance use and disposal of the animals and their progeny or derivatives.
- 10) The animals hereunder provided are experimental in nature, and are provided "as is" WITHOUT ANY WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE. ROSWELL MAKES NO REPRESENTATION AND PROVIDES NO WARRANTY THAT THE USE OF THE MATERIAL WILL NOT INFRINGE ANY PATENT OR OTHER PROPRIETARY RIGHT.
- 11) The animals are provided at no cost, or with an optional transmittal fee solely to reimburse Roswell for its preparation and distribution costs. If a fee is requested, the amount will be indicated here: [insert fee] _____

ROSWELL INFORMATION AND AUTHORIZED SIGNATURE

Provider Scientist: _____
 Name of Authorized Official: Peter R. Reczek, Ph.D.
 Title of Authorized Official: Director, Technology Transfer
 Signature of Authorized Official: _____
 Date: _____

RECIPIENT INFORMATION AND AUTHORIZED SIGNATURE

Recipient Scientist: _____
 Recipient Organization: _____
 Address: _____
 Name of Authorized Official: _____
 Title of Authorized Official: _____
 Signature of Authorized 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.

 Recipient Scientist

 Date