



Health Research, Inc.,
Roswell Park Cancer Institute Division

ANIMAL TRANSFER AND LIABILITY AGREEMENT

<<INSERT COMPANY NAME>> and its investigator(s) (hereinafter collectively referred to as "Recipient") in consideration of the receipt of Animals from Health Research, Inc., Roswell Park Cancer Institute 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) Recipient's use of the Animals 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) Upon shipment to Recipient, the Animals (and any progeny thereof) shall become the property of the Recipient. Recipient represents that Recipient owns the genetic material(s) used to modify the Animals prior to this transfer.
- 4) This agreement is not assignable by Recipient without specific written consent by Roswell.
- 5) 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.
- 6) 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.
- 7) 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 provision of genetic material(s) incorporated into the Animals and the acceptance, use and disposal of the Animals and their progeny or derivatives.
- 8) 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.

ROSWELL INFORMATION AND AUTHORIZED SIGNATURE

Provider Scientist: _____

Name of Authorized Official: John Blandino, MS, CRA

Title of Authorized Official: Director of Health Research Inc., Roswell Park Division

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