Letter Agreement for Transfer of Animal

This Agreement ("Agreement") is for use in transferring _____
("Animal") is made on _____, between
_____, ("Provider")
having offices at _____
and _____ ("Recipient"),
having offices at _____.

1. Recipient agrees to use the Animal solely in connection with biomedical or behavioral research.

2. Relevant documents in the possession of Provider concerning the medical history, health status, and research uses of the Animal, including prior surgical procedures and any infectious disease (human or zoonotic) to which the Animal may have been exposed, are attached to this Agreement.
3. 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, 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 such as the Animal.

4. Recipient agrees that it will adhere to appropriate biosafety practices and use the Animal in a safe and responsible manner.

5. In accepting the Animal, recipient accepts full ownership, custody, and control of the Animal, except that to the extent the Provider has any patent, invention or any other intellectual property rights in the Animal, the Provider retains these rights. Additionally, to the extent that any party other than the Provider has any patent, invention or other intellectual property rights in the Animal, these rights are not transferred to the Recipient.

6. Provider is transferring the Animal as a service to the research community. Unless prohibited by law from doing so, Recipient agrees to hold the Provider harmless and to indemnify the Provider from all liabilities, demands, damages, expenses and losses arising out of Recipient's care, use, or treatment of the Animal. PROVIDER MAKES NO REPRESENTATIONS AND EXTENDS NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR THAT THE USE OF THE ANIMAL WILL NOT INFRINGE ANY PATENT, COPYRIGHT, TRADEMARK OR OTHER PROPRIETARY RIGHTS. Except to the extent prohibited by law, Recipient assumes all liability for damages that may arise from its use, storage or disposal of the material. Provider will not be liable to Recipient for any loss, claim or demand made by Recipient, or made against Recipient by any other party, due to or arising from the use of the material by Recipient, except to the extent permitted by law when caused by the gross negligence or willful misconduct of Provider.
   _____ Initial

7. Recipient agrees not to claim, infer, or imply Provider's endorsement of the Recipient, the research project, the institution or personnel conducting the research, or any resulting product(s).

8. 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.

9. This Agreement will be governed by the laws of the State of Texas without regard to choice of law principles. In the event of any suit or action arising from this Agreement, the parties consent to jurisdiction of the courts in Harris County, Texas.

PROVIDER

_____
Signature Date
Name:_____
Title:_____

RECIPIENT

_____
Signature Date
Name:_____
Title:_____