

Standard Plasmid Transfer Agreement

This Standard Plasmid Transfer Agreement (this “Agreement”) is by and among you ("Recipient Institution" or "You"), and the Arizona Board of Regents, an instrumentality of the state of Arizona, acting for and on behalf of Arizona State University (“ASU”). You are being provided with Plasmids that were developed by researchers (“Depositor Scientists”) working at one or more originating institutions (each, a “Depositor Institution”). The Depositor Institutions are the beneficiaries of, and may independently enforce, this Agreement. The Plasmids, together with any replicas and unmodified derivatives thereof, shall be referred to as the “Plasmids.”

Recipient Institution hereby agrees as follows:

1. The Plasmids are the property of the Depositor Institution and are made available as a service to the research community.
2. The Plasmids may be used solely for teaching or internal, non-commercial biomedical or non-commercial biological research purposes.
3. THE PLASMIDS MAY NOT BE USED IN HUMANSUBJECTS.
4. The Plasmids will not be further distributed to others without the Depositor Institution’s prior written consent and in any event shall not be distributed in violation of any of the U.S. export laws including the Export Administration Regulations (“EAR”), U.S. Department of Commerce, 15 CFR Parts 730-774 ; International Traffic in Arms Regulations (“ITAR”), U.S. Department of State, 22 CFR Parts 120-130; and Office of Foreign Assets Control (“OFAC”) Regulations, U.S. Department of the Treasury, 31 CFR Parts 500-599.
5. You shall refer any request for the Plasmids to ASU or the applicable Depositor Institution. To the extent supplies are available, ASU or the Depositor Institutions agree to make the Plasmids available, under a separate material transfer agreement to other scientists solely for teaching or internal, non-commercial biomedical research purposes.
6. You agree to acknowledge, or ensure that your scientists acknowledge, the Depositor Institution and respective Depositor Scientists as the source of the Plasmids and ASU as the provider of the Plasmids in any publications reporting use of Plasmids.
7. You understand that the Plasmids are experimental in nature and may be toxic, hazardous, infectious or otherwise dangerous to human beings, animals, property and/or the environment. ASU AND THE DEPOSITOR INSTITUTIONS MAKE NO REPRESENTATIONS AND DISCLAIM ANY WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE USE OF THE PLASMIDS WILL NOT INFRINGE ANY PATENT, COPYRIGHT, TRADEMARK, OR OTHER PROPRIETARY RIGHTS.
8. Except as provided in subsection 8.1 below, Recipient Institution assumes all liability for claims for damages against it by third parties which may arise from its or its scientists’ use, storage, or disposal of the Plasmids.

To the extent permitted by law, Recipient Institution agrees to hold ASU and the Depositor Institutions harmless from and to indemnify ASU and the Depositor Institutions for all liabilities, demands, damages, expenses and losses arising out of Recipient Institution’s or its Recipient Scientists’ use of Plasmids for any purpose.

- 8.1 If Recipient Institution is a U.S. state, federal M&O contractor, federal agency, or is operated by a state agency, then no indemnification for any loss, claim, damage or liability is intended or provided

under this agreement; each party shall be liable for any loss, claim, damage or liability that it incurs as a result of its activities under this agreement only to the extent provided under the Federal Tort Claims Act (28 U.S.C. Chapter 171).

9. You undertake to use the Plasmids in compliance with all applicable laws. Recipient Institution will have safety and security procedures and policies in place to ensure compliance with all obligations hereunder.

You acknowledge that you have read and understood the conditions outlined in this Agreement You understand that your Institution has agreed to be bound by the conditions set forth in this Agreement and you also agree to abide by them in the receipt and use of the Plasmids.

RECIPIENT INFORMATION and AUTHORIZED SIGNATURE

Recipient Scientist: _____

Recipient Institution: _____

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 Plasmids.

Recipient Scientist

Date

Please have the Institution's authorized representative sign this Agreement and return one fully executed copy to:

DNASU Plasmid Repository
Arizona State University Biodesign Institute
Center for Personalized Diagnostics (CPD)
PO Box 876401
Tempe, AZ 85287-6401
Email: dnasumta@asu.edu