



**Research Models and Services
NCI Grantee Price List 2021**

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Contact Us

Ordering Information*

Our client relations representatives strive to make the research model order and shipment process as easy as possible for you. We can assist you with:

- Animal orders
- Model availability
- Pricing and shipping details

We offer three ways for you to order research models: phone, fax, and email.

Phone: 1.800.LAB.RATS (1.800.522.7287)

Fax: 1.800.992.7329

Email: granteeorders@crl.com

Reference discount code: GRANTEE

In order to receive NCI pricing when ordering, you must inform Charles River that you are a grantee. We may request that you provide additional grant information to confirm your order.

Pricing valid until December 31, 2021.

** This policy does not apply to the NCG mouse as you do not need to be an NCI grantee. You only need to be a non-profit institution or organization..*

Policies

- No additional charge for crate and truck freight.
- Air freight: \$192.25 per order per strain.*
- For orders of \$65.00 or less, a \$73.85 surcharge will be assessed.

** This is the total cost for air freight (i.e., no additional charges).*

Technical Assistance

Our expert technical group, including our highly qualified professional staff of veterinarians and doctorate-level scientists, can assist you in areas such as laboratory animal science, biology, husbandry, surgery, and health issues.

We can assist you with:

- Performing literature searches
- Running and interpreting results reports
- Answering questions about specific animal models
- Coordinating custom orders, including surgical procedures and genetically modified or preconditioned research models

Phone: 1.800.338.9680

Email: TAD@crl.com

Pregnant Animal Guarantee Policy

Charles River produces pregnant animals to your order specifications. Most barrier-reared rats and mice can be safely and accurately palpated for pregnancy after 13 days of gestation. Prior to that, pregnancy is determined by observation of a vaginal plug. Following timed exposure to the male, the date the copulatory plug is found (plug date) is considered to be day one of gestation. For additional information and/or strain availability, contact the Customer Service Department at granteeorders@crl.com or 1.800.LAB.RATS (1.800.522.7287).

PERCENT GUARANTEED PREGNANT

Stock or Strain	Timed Pregnant Up to 12 Days Gestation	Timed Pregnant 13 Days Gestation and Over	Untimed Pregnant 13-17 Days Gestation Only
All outbred mice	Plug guarantee only	100%	100%
Inbred mice and rats	Plug guarantee only	75%	75%

Note: We do not guarantee the number of offspring per litter. Due to natural variation in the length of gestation, the exact day of parturition is not guaranteed. To avoid charges, cancellations for pregnant animals must be received prior to the scheduled mating day.

THIS POLICY DOES NOT APPLY TO THE NCG MOUSE. For this model only, you do not need to be an NCI grantee.

Filtered (Sew Easy™) Shipping Container Densities

It is our responsibility to maintain the strictest health and welfare standards when shipping our animals, not only because it's the right thing to do but because our animals are vital to your research. To help make the comfort and care of our animals a priority, we provide several crates that are tailored to established shipping density guidelines for a variety of species.

Rats

Days Range	Animals per Container
Up to 21	22
22-26	17
36-42	9
43-50	8
51-60	6
61-70	5
71-94	4
95-plus	3

Our shipping crates have viewing windows that allow you to inspect the animals and assess their interior conditions during and after shipping. The interior of our filtered crates is UV light-irradiated prior to packing animals, and our individual Gnoto-safe® plastic containers are disinfected with a cold sterilant prior to packing the animals.

Mice

Days Range	Animals per Container
Up to 35	40
36-plus	33

100% Recyclable Gnoto-Safe® Shipping Container

Animals per Container*	
Mice	30
Rats	2

**Two cages per container*

Special Services

	Rats per Container	Mice per Container
Retired breeders	3	33
Timed pregnant	7	17
Untimed pregnant	7	17
Littermates	7 (1 litter)	7 (1 litter)
Mothers with pups	2	3

NCI Outbred Mice

NCI Cr:NIH(S) Mice (NIH Swiss)

STRAIN CODE: 550

Age in Days	MALE	FEMALE
	Price	Price
Up to 21	6.15	6.15
22-28	6.15	6.15
29-35	6.15	6.15
36-42	6.15	6.15
43-49	6.15	6.15
50-56	6.15	6.15
57-63	6.15	6.15
64-70	7.95	7.95
Retired breeders	5.95	5.95
Lactating mouse with litter	–	66.15
Untimed pregnant	–	29.60

NCI Cr:SW Mice (Swiss Webster)

STRAIN CODE: 551

Age in Days	MALE	FEMALE
	Price	Price
Up to 21	6.15	6.15
22-28	6.15	6.15
29-35	6.15	6.15
36-42	6.15	6.15
43-49	6.15	6.15
50-56	6.15	6.15
57-63	6.15	6.15
64-70	9.85	9.85
Retired breeders	5.95	5.95
Lactating mouse with litter	–	66.15
Untimed pregnant	–	29.60



NCI Inbred Mice

NCI A/JCr Mice

STRAIN CODE: 563

Age in Days	MALE	FEMALE
	Price	Price
Up to 21	33.10	33.10
22-28	33.10	33.10
29-35	33.10	33.10
36-42	33.10	33.10
43-49	33.10	33.10
50-56	33.10	33.10
57-63	35.95	35.95
64-70	38.80	38.80
Retired breeders	24.30	24.30
Lactating mouse with litter	-	161.30
Untimed pregnant	-	128.95

NCI BALB/cAnNCr Mice

STRAIN CODE: 555

Age in Days	MALE	FEMALE
	Price	Price
Up to 21	21.75	21.75
22-28	21.75	21.75
29-35	21.75	21.75
36-42	21.75	21.75
43-49	21.75	21.75
50-56	21.75	21.75
57-63	21.75	21.75
64-70	21.75	21.75
Retired breeders	16.50	16.50
Lactating mouse with litter	-	153.60
Untimed pregnant	-	115.20

NCI C3H/HeNCr MTV- Mice

STRAIN CODE: 558

Age in Days	MALE	FEMALE
	Price	Price
Up to 21	25.20	25.20
22-28	25.20	25.20
29-35	25.20	25.20
36-42	25.20	25.20
43-49	25.20	25.20
50-56	25.20	25.20
57-63	28.20	28.20
64-70	28.20	28.20
Retired breeders	18.20	18.20
Lactating mouse with litter	-	161.30
Untimed pregnant	-	128.95

NCI C57BL/6-cBrd/cBrd/Cr (C57BL/6 albino)

STRAIN CODE: 562

Age in Days	MALE	FEMALE
	Price	Price
Up to 21	27.55	27.55
22-28	27.55	27.55
29-35	27.55	27.55
36-42	27.55	27.55
43-49	27.55	27.55
50-56	27.55	27.55
57-63	30.60	30.60
64-70	33.45	33.45
Retired breeders	20.65	20.65
Lactating mouse with litter	-	161.30
Untimed pregnant	-	128.95

NCI C57BL/6NCr Mice

STRAIN CODE: 556

Age in Days	MALE	FEMALE
	Price	Price
Up to 21	23.10	23.10
22-28	23.10	23.10
29-35	23.10	23.10
36-42	23.10	23.10
43-49	23.10	23.10
50-56	23.10	23.10
57-63	23.10	23.10
64-70	26.10	23.10
Retired breeders	16.95	16.95
Lactating mouse with litter	-	138.20
Untimed pregnant	-	115.20

NCI FVB/NCr Mice

STRAIN CODE: 559

Age in Days	MALE	FEMALE
	Price	Price
Up to 21	22.85	22.85
22-28	22.85	22.85
29-35	22.85	22.85
36-42	22.85	22.85
43-49	22.85	22.85
50-56	22.85	22.85
57-63	24.90	24.90
64-70	26.90	26.90
Retired breeders	17.35	17.35
Lactating mouse with litter	-	139.35
Untimed pregnant	-	121.00

NCI Hybrid Mice | Congenic Mouse

NCI B6D2F1/Cr Mice

STRAIN CODE: 565

Age in Days	MALE	FEMALE
	Price	Price
Up to 21	24.30	24.30
22-28	24.30	24.30
29-35	24.30	24.30
36-42	24.30	24.30
43-49	24.30	24.30
50-56	24.30	24.30
57-63	26.15	26.15
64-70	28.20	28.20
Lactating mouse with litter	–	128.95

NCI CB6F1/Cr Mice

STRAIN CODE: 566

Age in Days	MALE	FEMALE
	Price	Price
Up to 21	25.80	25.80
22-28	25.80	25.80
29-35	25.80	25.80
36-42	25.80	25.80
43-49	25.80	25.80
50-56	25.80	25.80
57-63	27.45	27.45
64-70	27.45	30.10
Lactating mouse with litter	–	128.95

NCI B6-Ly5.1/Cr Mice*

STRAIN CODE: 564

Age in Days	MALE	FEMALE
	Price	Price
Up to 21	24.30	24.30
22-28	24.30	24.30
29-35	24.30	24.30
36-42	24.30	24.30
43-49	24.30	24.30
50-56	24.30	24.30
57-63	28.80	28.80
64-70	33.35	33.35
Retired breeders	22.85	22.85

* Congenic



NCI Immunodeficient Models

Characteristic	Hair Coat	T cell Deficient	B cell Deficient	NK cell Deficient	Species	Genetics
NCI Athymic NCr-nu/nu	No	Yes	No	No	Mouse	Outbred
NCG	Yes	Yes	Yes	Yes	Mouse	Coisogenic
NCI NOD.SCID/NCr	Yes	Yes	Yes	Impaired	Mouse	Congenic
NCI SCID/NCr	Yes	Yes	Yes	No	Mouse	Congenic

NCI Athymic NCr-nu/nu Mice

STRAIN CODE: 553

Age in Days	MALE	FEMALE
	Price	Price
Up to 21	57.10	57.10
22-28	57.10	57.10
29-35	57.10	57.10
36-42	57.10	57.10
43-49	57.10	57.10
50-56	57.10	57.10
57-63	58.45	58.45
64-70	61.00	61.00
Retired breeders	56.15	N/A

NCI Athymic NCr-nu/+ Mice*

STRAIN CODE: 554

Age in Days	MALE	FEMALE
	Price	Price
Up to 21	34.20	34.20
22-28	34.20	34.20
29-35	34.20	34.20
36-42	34.20	34.20
43-49	34.20	34.20
50-56	34.20	34.20
57-63	36.60	36.60
64-70	39.05	39.05
Retired breeders	N/A	23.05
Lactating mouse with litter	–	225.85
Untimed pregnant	–	210.85

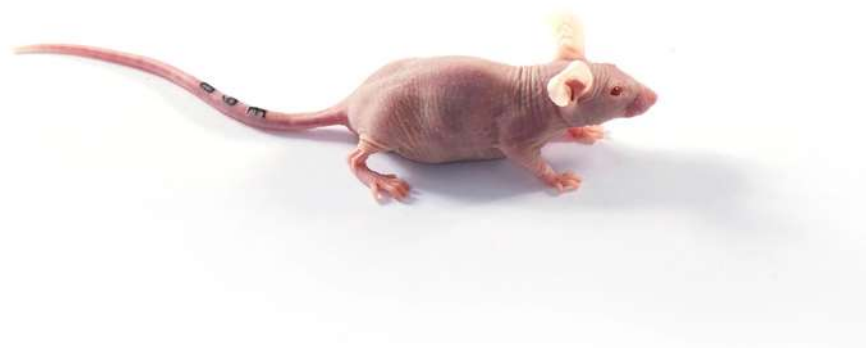
* Heterozygous, haired animals, are not immunodeficient.

NCG Mice*

STRAIN CODE: 572

Age in Days	MALE	FEMALE
	Price	Price
Up to 56	78.00	102.15
57-63	83.20	107.05
64-70	88.40	109.20
71-plus	Price upon request	Price upon request

* Charles River model. You do not need to be an NCI grantee to order this model. You only need to be a non-profit institution or organization to receive this pricing.



NCI Immunodeficient Models

NCI NOD.SCID/NCr Mice

STRAIN CODE: 560

Age in Days	MALE	FEMALE
	Price	Price
Up to 21	97.95	97.95
22-28	97.95	97.95
29-35	97.95	97.95
36-42	97.95	97.95
43-49	97.95	97.95
50-56	97.95	97.95
57-63	100.30	100.30
64-70	102.80	102.80
Retired breeders	82.85	82.85
Lactating mouse with litter	-	195.75
Untimed pregnant	-	180.75

NCI SCID/NCr Mice

STRAIN CODE: 561

Age in Days	MALE	FEMALE
	Price	Price
Up to 21	72.30	72.30
22-28	72.30	72.30
29-35	72.30	72.30
36-42	72.30	72.30
43-49	72.30	72.30
50-56	72.30	72.30
57-63	75.00	75.00
64-70	77.80	77.80
Retired breeders	67.80	67.80
Lactating mouse with litter	-	195.75
Untimed pregnant	-	180.75



Charles River Inbred Mouse | Inbred Rat

DBA/2 Mice*

STRAIN CODE: 026

Age in Days	MALE	FEMALE
	Price	Price
Up to 21	29.70	29.70
22-28	29.70	29.70
29-35	29.70	29.70
36-42	29.70	29.70
43-49	29.70	29.70
50-56	29.70	29.70
57-63	29.70	31.40
64-70	29.70	31.40
Retired breeders	20.95	20.95
Lactating mouse with litter	-	161.30
Untimed pregnant	-	128.95

* Charles River DBA/2 mice. NCI strain DBA/2NCR has been cryopreserved.

RNU Nude Rats

STRAIN CODE: 316

Age in Days	MALE	FEMALE
	Price	Price
Up to 21	136.95	136.95
22-28	136.95	136.95
29-35	136.95	136.95
36-42	136.95	136.95
43-49	136.95	136.95
50-56	136.95	136.95
57-63	139.60	139.60
64-70	142.40	142.40
Retired breeders	97.95	N/A

F344 Rats (when ordering, specify SAS FISCH)*

STRAIN CODE: 403

Age in Days	MALE	FEMALE
	Price	Price
Up to 21	28.00	28.00
22-28	28.00	28.00
29-35	28.00	28.00
36-42	28.00	28.00
43-49	28.00	28.00
50-56	28.00	28.00
57-63	31.15	28.00
64-70	34.05	32.70
Retired breeders	30.80	30.80
Lactating rat with litter	-	145.15

* Charles River F344 rats. NCI strain F344/NCr has been cryopreserved.



Preconditioning Services

Surgical Services

Our specialized animal surgery skills and resources enable us to tailor a research model to your specific needs and deliver study-ready animals when your research requires it. Please contact us at 1-800-522-7287 to see if a procedure you are interested in is available, as well as for pricing.

Pre-ID™ Services*

	CODE	RAT PRICE	MOUSE PRICE
Somark Labstamp® Black (mice only)	LABSTAMPBLK	N/A	6.50
Somark Labstamp® Green† (mice only)	LABSTAMPGRN	N/A	6.50

* Please inquire for additional Pre-ID™ services available.

† For dark pigmented mice, clients have the option to request UV green ink that fluoresces when a black light (provided) is applied to the tail.



Mouse identified using the Labstamp® method.

Additional Models

Cryopreserved Models

Due to low demand, the following models will be maintained as cryopreserved models. Please allow a minimum of 12-15 weeks for delivery. Contact our Customer Support Center at 1.877.274.8371 for pricing and availability.

- NCI Cr:ORL SENCAR Mice (Outbred)
- NCI B10.A/Cr Mice (Congenic)
- NCI DBA/2Ncr Mice (Inbred)
- NCI F344/Ncr Rats (Inbred)
- NCI Cr:NIH-RNU
- NCI Cr:NIH-RNU/+

Equivalent/Alternative Models

The Charles River models listed below can be used as an equivalent/alternative option in the event that the NCI models are not available at the specifications you require.

NCI MODEL	CHARLES RIVER EQUIVALENT/ALTERNATIVE
OUTBRED MICE	
NCI Cr:NIH(S) (NIH Swiss)	CD-1® IGS
NCI Cr:SW (Swiss Webster)	CFW® (Swiss Webster)
INBRED MICE	
NCI BALB/cAnNCr NCI C3H/HeNCr MTV- NCI C57BL/6-cBrd/cBrd/Cr (C57BL/6 albino) NCI C57BL/6NCr NCI FVB/NCr	BALB/c C3H* B6 Albino C57BL/6 FVB
HYBRID MICE	
NCI B6D2F1/Cr NCI CB6F1/Cr	B6D2F1* CB6F1*
IMMUNODEFICIENT MODELS	
NCI Athymic NCr-nu/nu NCI Athymic NCr-nu/+ NCI NOD.SCID/NCr NCI SCID/NCr	Athymic Nude Mice - Homozygous Athymic Nude Mice - Heterozygous NOD SCID Mice Fox Chase SCID® Mice (C.B-17 SCID)

* Prices may vary slightly.

General Terms & Conditions of Sale ("Terms and Conditions")

Charles River Laboratories, Inc. and its affiliates ("Charles River") will provide the products ("Products") and services ("Services") described in the Charles River acknowledgment, quotation, protocol, or statement of work as applicable ("SOW") and Charles River's customer ("Customer") will purchase the Products and Services pursuant to the specifications contained in the SOW and in accordance with these Terms and Conditions. These Terms and Conditions will also apply to all future purchases of Products and Services by Customer.

1. Binding Character

Customer's acceptance of delivery of Products or Services will be deemed agreement to the Terms and Conditions.

No other document attempting to negate or otherwise modify the terms hereof will be binding upon Charles River unless expressly agreed to Charles River in writing.

2. Provision of the Products and Conduct of the Services

If an amendment to the SOW requires additional or different work by Charles River, Charles River may agree to conduct such work and will be paid an amount mutually agreed to by the parties. Deviations from the SOW may be made in an emergency without Customer's approval, if Charles River uses commercially reasonable efforts to obtain Customer's verbal approval, which will then be confirmed in writing. If Charles River is unable to contact Customer, Customer agrees that Charles River may proceed accordingly, and recover such additional costs from Customer.

3. Restrictions on Use and Breeding

Customer will use Products in accordance with all applicable laws. Customer will ensure that all animals purchased from Charles River, descendants of those animals derived by inbreeding or crossbreeding, including derivatives of those animals or their descendants ("Models") will not be:

(i) used for any purpose other than the internal research of Customer, or (ii) bred (for sale or otherwise) or provided to any third party for any use, unless Charles River provides Customer with prior written consent. Customer will not, without the prior written consent of Charles River, return Products or shipping containers to Charles River.

Customer cannot sell, transfer or make available to a third party the Products or their components or the Services for Commercial Purposes. "Commercial Purposes" means any activity for cash or other consideration including, but not limited to: (1) use of the Products or their components or materials made using the Products or their components in manufacturing, or to provide a service, information or data, or for clinical, therapeutic, diagnostic or prophylactic purposes or (2) resale of the Products or their components or materials made using the Product or their components, except by licensed distributors of Charles River, whether or not resold for use in research. To the extent that Charles River owns or controls (with the right to sublicense) intellectual property rights applicable to the Products, those rights are licensed to Customer on a limited, revocable, non-exclusive, non-transferable, and non-sublicensable basis only for the internal uses expressly permitted above.

4. Compensation

Unless otherwise agreed to by the parties, prices will be as per the price list (if applicable, price of Models is based on highest weight range) on the day of delivery, and do not include taxes, packaging, insurance, or shipment expenses. Charles River may modify the price list from time to time. Customer will pay Charles River as set forth in the SOW. All invoices are due and payable thirty (30) days from the date of the invoice and Customer agrees to pay all invoices submitted. All amounts not paid by Customer when due will accrue interest from the applicable due date until paid, at the highest rate permitted under applicable law. Charles River may also elect to cease or suspend the supply of Products and any work on the Services, or withhold required reports or other deliverables if Customer does not make payments when due and payable.

All termination, delay or cancellation fees are set forth in the current Research Models and Services catalog.

If in the judgment of Charles River, Customer's financial condition is precarious or there has been a materially adverse change in Customer's financial condition, Charles River will have the right to demand payment or other assurances which it deems adequate before providing any Products or Services.

5. Test Articles

Customer will provide Charles River with sufficient amounts of compounds, materials, animals, substances, devices, and protocols meeting relevant specifications, including health and genetic data ("Test Articles") with which to perform the Services. Customer will provide Charles River with complete and accurate data to apprise Charles River of the identity, strength, purity, stability, composition or other characteristics, proper storage, and safe handling requirements of the Test Articles, including a material safety data sheet or equivalent documentation. Customer will certify to Charles River that the methods of synthesis, fabrication, or derivation of the Test Articles have been documented. All costs associated with shipping the Test Articles to Charles River will be the responsibility of Customer, and Charles River will not be responsible for any loss, damage, or destruction of the Test Articles while in transit. All Test Articles and Products used in connection with the Services will remain the property of Customer.

6. Reports

Charles River will keep complete and accurate records of the status and progress of the Services if, and as required by, the SOW. Charles River will furnish a report or data containing information as specified in the SOW. All reports will be prepared in the standard format of Charles River.

Neither Charles River nor Customer will publish any report or data prepared for Customer by Charles River without the prior written consent of the other party, which will not be unreasonably withheld.

If Charles River provides electronic access to the data, records, reports and other documentation and Customer elects to use such electronic access, the use of such electronic access will be governed by Charles River's standard access terms and conditions which are available on request.

7. Inspections

Upon reasonable advance written notice and during regular business hours, Charles River will permit Customer to visit the Charles River facilities where the Services are performed to monitor Charles River's performance of the Services, in compliance with Charles River's biosecurity measures and business requirements.

Charles River will notify Customer as soon as practical of any regulatory inspection of Charles River's facilities that directly impacts the Services provided to Customer.

8. Ownership

Any inventions, techniques, intellectual property, technology, commercial and industrial secrets, regardless of whether patented or registered, for providing the Products or performing the Services are, and will remain, Charles River's exclusive property including, but not limited to, present and future documentation, scientific and technical data, test procedures and other information that is owned or licensed by Charles River and is not developed hereunder.

Charles River will have the right to use concurrent control data as part of its general historical database. Any data, discoveries, or inventions developed or generated, which directly relate to any information or materials provided by Customer will be the property of Customer. Charles River agrees to assist Customer in securing any patents, copyrights, or other proprietary rights in such data, discoveries or inventions, and to perform all reasonable acts to vest in Customer all right, title and interest in such data, discoveries or inventions, and Charles River will be compensated at its standard rates for such assistance. All costs and expenses associated with establishing Customer's rights therein will be Customer's responsibility.

9. Archiving

All reports and supporting documentation resulting from the Services are Customer's property ("Materials"). Charles River will retain the Materials for the period set forth in the SOW. At the end of such period, Charles River will contact Customer to determine whether to: (a) extend storage of the Materials; (b) return the Materials to Customer at Customer's expense or (c) dispose of the Materials at Customer's expense. If Customer requests Charles River to continue to store the Materials and Charles River agrees, Charles River will invoice Customer at its then current rates. If Customer fails to give such instructions, Charles River will notify Customer, and if instructions are not forthcoming within thirty (30) days of said notification, Charles River may store the Materials or return them to Customer at Customer's expense. Customer will be liable for storage charges until the Materials are returned to Customer. While the Materials are in transit to Customer, all risk of loss or exposure to the Materials will be borne by Customer.

If the Materials require special storage, additional charges will be assessed and invoiced to Customer. Invoices will be issued annually in advance and are due and payable upon receipt.

10. Warranties

Customer warrants that it owns all rights, title and interest in the Test Articles and the intellectual property related thereto, and that Charles River's use of the Test Articles does not infringe any third party rights.

Charles River warrants that the Products and Services will conform to the specifications contained in the SOW and applicable law. Charles River does not warrant or represent that the results of the Services will be acceptable to any regulatory or governmental agency nor that the results of the Services will enable Customer to further develop, market or otherwise exploit the Test Articles or any other product or service.

THE WARRANTY BY CHARLES RIVER SET FORTH HEREIN IS IN LIEU OF ANY AND ALL OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS, IMPLIED OR STATUTORY INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY OF THE PRODUCTS AND SERVICES FOR CUSTOMER'S PURPOSES, IMPACT OF THE PRODUCTS AND SERVICES ON CUSTOMER'S OPERATIONS, OR NON-INFRINGEMENT OF A PATENT, TRADEMARK OR OTHER INTELLECTUAL PROPERTY RIGHT.

Any claim for breach of warranty must be made in writing to Charles River within ten business days after the Products are delivered or the completion of Services, after which time the Products or Services will be deemed finally accepted.

Risk of loss and title to the Products will pass to Customer once the Products leave Charles River's facility or are delivered to a common carrier, as applicable.

11. Limitation of Liability

Charles River will not be liable for penalties or liquidated damages or for special, indirect, consequential punitive, exemplary, or incidental damages of any type or kind regardless of whether any such losses or damages are characterized as arising from breach of contract, breach of warranty, tort, negligence, strict liability, or otherwise.

Charles River's liability, regardless of the form of action, will be limited to actual and foreseeable damages and will not exceed the total price paid for the Products or Services pursuant to which such liability arises. Charles River will not be liable for any damages arising from, or in connection with, any decision by Customer or any third party to further research, develop or market the Test Articles or any derivative or product or service related thereto, or the use made of the Products, Services or Test Articles or service related thereto.

Subject to the limitations set forth in this Section, if Charles River commits a breach of the warranty set forth above, Charles River's sole liability, and Customer's sole remedy, will be for Charles River to replace the Products or issue a credit therefore, or conform the work or portion of the Services affected by the breach to the relevant specification.

12. Indemnities

Customer will defend, indemnify, save, and hold harmless Charles River, its parent and affiliates and their respective directors, officers, employees, and agents from and against any claims, demands, suits, actions, causes of action, losses, damages, fines, and liabilities, including reasonable professional fees ("Claim") arising out of or in connection with (a) the research, development, manufacture, distribution, use, sales or other disposition by Customer, or any distributor, collaborator, representative or agent of Customer, of the Test Articles and/or any other substances upon which the Services were performed or any use made of the Products, (b) any infringement of any third party's intellectual property rights or unauthorized use or misappropriation of its know-how or trade secrets, (c) Customer's negligence, willful misconduct, or breach of this agreement, or (d) personal injury related to contact with the Products during visits to Charles River's facilities or after delivery of the Products to Customer and will pay any costs and damages, provided that Customer is given written notice of the Claim within five (5) days of the date of notice to Charles River and is given information, reasonable assistance and sole authority to defend and/or settle the Claim.

13. Insurance

Each party will have insurance sufficient to cover its interest or potential liabilities hereunder including, but not limited to, worker's compensation, if applicable, and comprehensive general liability.

14. Confidentiality

In the course of providing the Products or performing the Services, Charles River and Customer may exchange proprietary and confidential information. The parties will identify such information as confidential and/or proprietary.

If a party intends to disclose confidential information to the other party orally, the disclosing party will (i) alert the other party of the confidential nature of the disclosure prior to the disclosure and (ii) provide written notice to the other party of the confidential nature and contents of such disclosure within ten days of the original disclosure. Each party will use its commercially reasonable efforts to maintain such information in confidence and will employ reasonable and appropriate procedures to prevent its unauthorized disclosure. Neither party will use the other party's proprietary and/or confidential information other than in performance of this Agreement. These obligations of confidentiality will survive termination or expiration of the Terms and Conditions for a period of five (5) years.

These confidentiality provisions will not apply to any information, which (i) is known to the receiving party at the time it was obtained from the disclosing party; (ii) is acquired by receiving party from a third party, and such third party did not obtain such information under an obligation not to disclose; (iii) is or becomes in the public domain other than by violation of these Terms and Conditions by the receiving party; (iv) is independently developed by the receiving party without reference to or reliance upon the information provided by the disclosing party; or (v) is required to be disclosed by the receiving party to comply with applicable laws; provided that the receiving party provides prompt written notice of such disclosure to the disclosing party and cooperates with the disclosing party's reasonable and lawful actions to avoid and/or minimize the extent of such disclosure, at the disclosing party's expense.

During any remote monitoring, audit or inspection of Charles River, Customer agrees not to (a) take photographs or use any other method of recording information regarding the site; (b) access or attempt to access or view any of the work product or network systems that are being used by Charles River without the express permission and in the presence of the Charles River representative that is hosting the remote audit; or (c) remove any document, equipment or other materials from the remote study monitoring or audit without Charles River's prior written permission.

15. Termination

Unless otherwise specified in the SOW, Customer may terminate the SOW at any time without cause upon thirty (30) days prior written notice to Charles River. In the event of such termination, Charles River will be paid for all Products provided or Services rendered, together with any additional expenses incurred to shut down the Services, any irrevocably committed costs and any cancellation or termination fee set forth in the SOW.

Either party may terminate these Terms and Conditions or SOW, as applicable, at any time upon thirty (30) days prior written notice to the other party, for material breach of the Terms and Conditions by the other party if such breach is not remedied within the thirty (30) day notice period.

Upon termination, neither party will have any further obligations, except that (i) the liabilities accrued through the date of termination and (ii) the obligations which by their terms survive termination, will survive termination.

16. Force Majeure

Except with respect to the payment of any amount due hereunder, neither party will be in default of any obligation to the extent that the performance of such obligation is prevented or delayed by fire, flood, earthquake, hurricane, explosion, disease, contamination, strike, acts of terrorism, war, insurrection, embargo, government requirement, civil or military authority, animal activism, act of God, or any other event, occurrence or condition which is not caused, in whole or in part, by that party, and which is beyond the reasonable control of that party.

17. Governing Law and Dispute Resolution

These Terms and Conditions and any dispute arising from or in connection with the sale of the Products and/or Services are governed by, and will be construed in accordance with, the laws of Delaware, excluding the United Nations Convention on the International Sale of Goods and without regard to any choice of law principle that would dictate the application of the law of another jurisdiction.

The parties will attempt to resolve through negotiations any controversy, claim, or dispute. If the negotiations are not successful, upon written demand of either party, the claim, controversy or dispute will be submitted to arbitration. Such arbitration will take place in Boston, Massachusetts, will be conducted in English, and will proceed in accordance with the United Nations Commission on International Trade Law Arbitration Rules in force from time to time. A record and transcript of the proceedings will be maintained. Any award will be made in writing. The determination of a majority of the panel of arbitrators will be the decision of the arbitrators, which will be binding regardless of whether one of the parties fails or refuses to participate in the arbitration. The arbitrators will decide on the recovery of the costs of the arbitration, except expert and attorneys' fees.

18. Miscellaneous

All notices from one party to the other will be in writing. Notices will be sent by internet transmission, overnight courier, or certified mail, return receipt requested. All notices will be effective upon receipt.

The business relationship of Charles River to Customer is that of an independent contractor and not of a partnership, joint venture, employer, agent, or any other kind of relationship.

These Terms and Conditions, and the rights and obligations hereunder, may not be assigned or transferred by either party without the prior written consent of the other party.

These Terms and Conditions, together with the SOW, set forth the entire agreement and understanding between the parties, superseding any and all previous statements, negotiations, documents, agreements and understandings, whether oral or written, as to the subject matter hereof.

In the event that any one or more of the provisions contained in these Terms and Conditions is held to be invalid, illegal or unenforceable in any respect, that invalidity, illegality or unenforceability will not affect any other term or condition, and all other terms and conditions will remain in full force and effect.

19. Intellectual Property

Charles River® and Charles River Laboratories® are registered trademarks of Charles River. VAF/Plus®, VAF/Elite®, Blastokit®, CD®, CD-1®, CFW®, EAD®, Gnoto-safe®, PRIA®, SHO®, THE POUND MOUSE®, Multiplexed Fluorometric ImmunoAssay® (MFA®), I•CRYO®, EZ-Spot®, Laboratory Testing Management® and MAX-BAX® are registered trademarks of Charles River. CDF™, CF-1™, Sew Easy™, ICM™ and LTM™ are trademarks of Charles River. The SourceSM is a service mark of Charles River.

20. Privacy

The privacy policy of Charles River can be found at <https://www.criver.com/about-us/privacy-policy>.

21. Language

The parties acknowledge that they have required that the Terms and Conditions, as well as all documents, notices and legal proceedings executed, given or instituted pursuant to or relating directly or indirectly hereto, be drawn up in English.