



⊠ North Carolina Wildlife Resources Commission ⊠

M. Kyle Briggs, Executive Director

AGREEMENT FOR SAMPLE TRANSFER FROM NCWRC

WHEREAS the North Carolina Wildlife Resources Commission, herein referred to as “NCWRC,” and **INSTITUTION NAME**, by and through **PI NAME**, herein referred to as “**INSTITUTION NAME**”, share a mutual interest in **BRIEF SUMMARY OF REASON FOR REQUEST**; and

WHEREAS collaborative work is mutually beneficial for all parties to further scientific knowledge and understanding of this [**species, habitat, process, etc.**];

NOW THEREFORE, based on the mutual benefit likely to result from the shared samples, the Parties agree as follows:

It is agreed herein by all Parties that:

1. “Samples” shall be defined herein as any biological material including, but not limited to, whole animals, tissue, blood, hair, fecal material, swabs, and DNA extracts.
2. NCWRC shall provide the samples requested in Attachment A, which is attached hereto and specifically incorporated by reference.
3. **INSTITUTION NAME** shall acquire any and all state or federally required permits for possession and transportation of samples.
4. Samples provided by NCWRC shall be handled with high ethical standards and shall only be used for the analysis or project expressly listed in the “Samples Requested and Purpose” provided in Attachment A.
5. **INSTITUTION NAME** shall provide desired collection protocols and any needed consumables including vials and storage medium.
6. **INSTITUTION NAME** shall be responsible for all shipping costs.
7. **INSTITUTION NAME** shall use all reasonable care to safeguard the samples provided by NCWRC to ensure the integrity of biological material. Samples included under this request shall be stored properly, and details of storage shall be provided in Attachment A. Any deviation from planned storage conditions, including changes in temperature or storage medium, must be approved by NCWRC prior to action.
8. **INSTITUTION NAME** shall notify NCWRC within one week should storage conditions become compromised due to mechanical failures or other events outside of reasonable control.
9. Samples shall not be transferred to another entity nor used for another project without prior, written approval from NCWRC.

10. If samples are used to produce a report, article, peer-reviewed manuscript, or map, **INSTITUTION NAME** shall provide NCWRC with a copy of the same.
11. All publications and reports that result from the collaboration shall acknowledge **FUNDING SOURCE** funding, as well as the efforts of NCWRC staff in collecting used samples.
12. Publications shall obscure geographic details about the collection location of state or federally listed species in a manner that prevents readers from locating occurrences on a map or on the ground with any significant degree of confidence.
13. At the completion of the project outlined in Attachment A, **INSTITUTION NAME** shall, at the discretion of NCWRC, return any unused biological material to NCWRC.
14. This Agreement obligates neither party to a duty for or expectation of payment for said services, and each party agrees to individually fund their representative portions of said work unless specifically addressed in further agreements.
15. Nothing in this Agreement shall obligate either party to any conditions not specifically stated herein.
16. This Agreement, its situs and forum, shall be North Carolina, where all matters, whether sounding in contract or tort, relating to its validity, construction, interpretation, and enforcement shall be determined.
17. This Agreement is made under and shall be governed, construed and enforced in accordance with the laws of the State of North Carolina, without regard to its conflict of laws or rules.
18. During and after the term hereof, the State Auditor and any using agency's internal auditors shall have access to persons and records related to this Agreement to verify accounts and data affecting fees or performance under this Agreement, as provided in G.S. 143-49(9).
19. This Agreement and any documents incorporated specifically by reference represent the entire agreement between the parties and supersede all prior oral or written statements or agreements.
20. This Agreement may be revised as necessary by mutual consent of all parties by the issuance of a written amendment, signed and dated by all parties.
21. Notwithstanding any other term or provision in this Agreement, nothing herein is intended nor shall be interpreted as waiving any claim or defense based on the principle of sovereign immunity that otherwise would be available to NCWRC under applicable law.
22. The failure to enforce or the waiver by NCWRC of any right or an event of breach or default on one occasion or instance shall not constitute the waiver of such right, breach or default on any subsequent occasion or instance.
23. Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations as a result of events beyond its reasonable control, including without limitation, fire, power failures, any act of war, hostile foreign action, nuclear explosion, riot, strikes or failures or refusals to perform under subcontracts, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.
24. This Agreement shall become effective as soon as it is signed by the parties hereto and run for a period of 3 years, at which time it can be renewed or terminated.
25. Either party may terminate this Agreement in whole, or in part, at any time by giving the other party written notice not less than 30 days prior to the effective date of such termination.
26. Termination of this agreement shall require the return of any remaining biological material to NCWRC.

Section Chief

Date

Christian Waters, Chief Deputy Director

Date

INSTITUTION NAME Auth. Rep

Date

Attachment A

SAMPLES REQUESTED AND PURPOSE: