

2015-2016

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

Charles River
Frederick Research Model Facility
July 2015

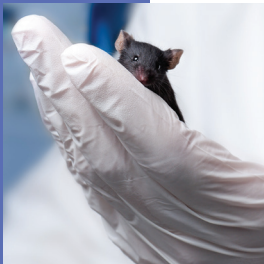


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CONTACT US

Research Models

Customer Service Department

Our customer service representatives strive to make the research model order and shipment process as easy as possible for you. When you call our Customer Service Department, our automated phone system directs your call (by area code) to your customer service team. This team concept lets you routinely speak with people who know you and your account. We offer three ways for you to order research models: phone, fax and email.

For assistance in transitioning your animal orders to Charles River, email us at granteeorders@crl.com.

Specifically, we can assist you with:

- Animal orders
- Model availability
- Pricing and shipping details

Ordering Information*

- Phone: 1.800.LAB.RATS (1.800.522.7287)
- Fax: 1.800.992.7329
- Email: granteeorders@crl.com

***You must state that you are a grantee**

Pricing Schedule/ Policies

The NCI Grantee Pricing Schedule was created to ensure no changes to the costs associated with acquiring animals or services from the NCI/Frederick facility. We have extended a price match guarantee for all models that the NCI has been providing to grantees. **This pricing will remain unchanged until June 30, 2016.**

Policies*

- No additional charge for crate and truck freight
- Air freight: \$156 per order per strain**
- For orders of \$65.00 or less, a \$67.60 surcharge will be assessed

**Equivalent to NCI Charges*

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

Customer Support Center

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.

Specifically, we can assist you with:

- Coordinating delivery of your complimentary shipping materials
- 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: 1.877.CRIVER.1 (1.877.274.8371)

Email: askcharlesriver@crl.com

Pregnant Animal Guarantee Policy

Charles River produces pregnant animals to your order specification. 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 1.800.LAB.RATS (1.800.522.7287).

Stock or Strain	PERCENT GUARANTEED PREGNANT		
	Timed Pregnant up to 12 Days Gestation	Timed Pregnant 13 Days Gestation and Over	Untimed Pregnant 13-17 Days Gestation Only
All outbred rats	90%	100%	100%
All outbred mice	75%	100%	100%
Inbred rats, inbred and specialty mice	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.

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



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. 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.

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

Mice

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

Special Services

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



NCI Outbred Mice

Cr:NIH(S) Mice (NIH Swiss)

STRAIN CODE: 550

Age in Weeks	MALE PRICE	FEMALE PRICE
Up to 3	4.80	4.80
4	4.80	4.80
5	4.80	4.80
6	4.80	4.80
7	4.80	4.80
8	4.80	4.80
9	4.80	4.80
10	6.25	6.25
Retired breeders	4.65	4.65
Lactating mouse with litter		52.75
Untimed pregnant		23.55

Cr:SW Mice (Swiss Webster)

STRAIN CODE: 551

Age in Weeks	MALE PRICE	FEMALE PRICE
Up to 3	4.80	4.80
4	4.80	4.80
5	4.80	4.80
6	4.80	4.80
7	4.80	4.80
8	4.80	4.80
9	4.80	4.80
10	7.80	7.80
Retired breeders	4.65	4.65
Lactating mouse with litter		52.75
Untimed pregnant		23.55



NCI Inbred Mice

A/JCr Mice

STRAIN CODE: 563

Age in Weeks	MALE PRICE	FEMALE PRICE
Up to 3	26.35	26.35
4	26.35	26.35
5	26.35	26.35
6	26.35	26.35
7	26.35	26.35
8	26.35	26.35
9	28.60	28.60
10	30.90	30.90
Retired breeders	19.30	19.30
Lactating mouse with litter		128.70
Untimed pregnant		102.95

BALB/cAnNCr Mice

STRAIN CODE: 555

Age in Weeks	MALE PRICE	FEMALE PRICE
Up to 3	18.15	18.15
4	18.15	18.15
5	18.15	18.15
6	18.15	18.15
7	18.15	18.15
8	18.15	18.15
9	18.15	18.15
10	18.15	18.15
Retired breeders	13.80	13.80
Lactating mouse with litter		128.70

C3H/HeNCr MTV- Mice

STRAIN CODE: 558

Age in Weeks	MALE PRICE	FEMALE PRICE
Up to 3	20.05	20.05
4	20.05	20.05
5	20.05	20.05
6	20.05	20.05
7	20.05	20.05
8	20.05	20.05
9	22.40	22.40
10	22.40	22.40
Retired breeders	14.40	14.40
Lactating mouse with litter		128.70
Untimed pregnant		102.95

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

STRAIN CODE: 562

Age in Weeks	MALE PRICE	FEMALE PRICE
Up to 3	21.95	21.95
4	21.95	21.95
5	21.95	21.95
6	21.95	21.95
7	21.95	21.95
8	21.95	21.95
9	24.30	24.30
10	26.65	26.65
Retired breeders	16.40	16.40
Lactating mouse with litter		128.70
Untimed pregnant		102.95

C57BL/6NCr Mice

STRAIN CODE: 556

Age in Weeks	MALE PRICE	FEMALE PRICE
Up to 3	19.30	19.30
4	19.30	19.30
5	19.30	19.30
6	19.30	19.30
7	19.30	19.30
8	19.30	19.30
9	19.30	19.30
10	21.85	19.30
Retired breeders	14.10	14.10
Lactating mouse with litter		115.85
Untimed pregnant		96.55

FVB/NCr Mice

STRAIN CODE: 559

Age in Weeks	MALE PRICE	FEMALE PRICE
Up to 3	18.15	18.15
4	18.15	18.15
5	18.15	18.15
6	18.15	18.15
7	18.15	18.15
8	18.15	18.15
9	19.80	19.80
10	21.35	21.35
Retired breeders	13.80	13.80
Lactating mouse with litter		111.15
Untimed pregnant		96.55



B6D2F1/Cr Mice

STRAIN CODE: 565

Age in Weeks	MALE PRICE	FEMALE PRICE
Up to 3	19.30	19.30
4	19.30	19.30
5	19.30	19.30
6	19.30	19.30
7	19.30	19.30
8	19.30	19.30
9	20.80	20.80
10	22.40	22.40
Lactating mouse with litter		102.95

CB6F1/Cr Mice

STRAIN CODE: 566

Age in Weeks	MALE PRICE	FEMALE PRICE
Up to 3	20.50	20.50
4	20.50	20.50
5	20.50	20.50
6	20.50	20.50
7	20.50	20.50
8	20.50	20.50
9	21.85	21.85
10	21.85	23.95
Lactating mouse with litter		102.95

B6-Ly5.1/Cr Mice*

STRAIN CODE: 564

Age in Weeks	MALE PRICE	FEMALE PRICE
Up to 3	19.30	19.30
4	19.30	19.30
5	19.30	19.30
6	19.30	19.30
7	19.30	19.30
8	19.30	19.30
9	22.90	22.90
10	26.55	26.55
Retired breeders	18.15	18.15

*Congenic



NCI Immunodeficient Models

Athymic NCr-nu/nu Mice STRAIN CODE: 553

Age in Weeks	MALE PRICE	FEMALE PRICE
Up to 3	48.70	48.70
4	48.70	48.70
5	48.70	48.70
6	48.70	48.70
7	48.70	48.70
8	48.70	48.70
9	49.95	49.95
10	52.00	52.00
Retired breeders	47.95	N/A

Athymic NCr-nu/+ Mice* STRAIN CODE: 554

Age in Weeks	MALE PRICE	FEMALE PRICE
Up to 3	29.15	29.15
4	29.15	29.15
5	29.15	29.15
6	29.15	29.15
7	29.15	29.15
8	29.15	29.15
9	31.20	31.20
10	33.30	33.30
Retired breeders	N/A	19.65
Lactating mouse with litter		193.00
Untimed pregnant		180.15

*Heterozygous, haired animals, are not immunodeficient

NOD.SCID/NCr Mice STRAIN CODE: 560

Age in Weeks	MALE PRICE	FEMALE PRICE
Up to 3	83.65	83.65
4	83.65	83.65
5	83.65	83.65
6	83.65	83.65
7	83.65	83.65
8	83.65	83.65
9	85.70	85.70
10	87.80	87.80
Retired breeders	70.75	70.75
Lactating mouse with litter		167.25
Untimed pregnant		154.45

SCID/NCr Mice (BALB/c background) STRAIN CODE: 561

Age in Weeks	MALE PRICE	FEMALE PRICE
Up to 3	61.70	61.70
4	61.70	61.70
5	61.70	61.70
6	61.70	61.70
7	61.70	61.70
8	61.70	61.70
9	64.05	64.05
10	66.40	66.40
Retired breeders	57.90	57.90
Lactating mouse with litter		167.25
Untimed pregnant		154.45

Cr:NIH-RNU Rats STRAIN CODE: 568

Age in Weeks	MALE PRICE	FEMALE PRICE
Up to 3	116.95	116.95
4	116.95	116.95
5	116.95	116.95
6	116.95	116.95
7	116.95	116.95
8	116.95	116.95
9	119.30	119.30
10	121.65	121.65
Retired breeders	83.65	N/A

Cr:NIH-RNU/+ Rats* STRAIN CODE: 569

Age in Weeks	MALE PRICE	FEMALE PRICE
Up to 3	53.05	53.05
4	53.05	53.05
5	53.05	53.05
6	53.05	53.05
7	53.05	53.05
8	53.05	53.05
9	56.20	56.20
10	59.30	59.30
Retired breeders	N/A	83.65
Lactating mouse with litter		193.00
Untimed pregnant		187.20

*Heterozygous, haired animals, are not immunodeficient



DBA/2 Mice*

STRAIN CODE: 026

Age in Weeks	MALE PRICE	FEMALE PRICE
Up to 3	23.65	23.65
4	23.65	23.65
5	23.65	23.65
6	23.65	23.65
7	23.65	23.65
8	23.65	23.65
9	23.65	25.00
10	23.65	25.00
Retired breeders	16.65	16.65
Lactating mouse with litter		128.70
Untimed pregnant		102.95

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

F344 Rats *when ordering, specify SAS FISCH**

STRAIN CODE: 403

Age in Weeks	MALE PRICE	FEMALE PRICE
Up to 3	22.20	22.20
4	22.20	22.20
5	22.20	22.20
6	22.20	22.20
7	22.20	22.20
8	22.20	22.20
9	24.80	22.20
10	27.05	26.00
Retired breeders	24.50	24.50
Lactating mouse with litter		115.85

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



Surgical Services

	CODE	RAT PRICE*†	MOUSE PRICE*†
Castration	NCI CASTRATE	13.50	13.50
Sham Castration	NCISHCASTRAT	13.50	13.50
Ovariectomy	NCI OVARIEX	13.80	13.80
Sham Ovariectomy	NCISHOVARIEX	13.80	13.80
Thymectomy	NCI THYMEX	33.60	33.60
Sham Thymectomy	NCI SHTHYMEX	33.60	33.60
Vasectomy	NCI VASEX	18.15	18.15
Sham Vasectomy	NCI SH VASEX	18.15	18.15

* Surgical procedures do not include the price of the animal.

† Add \$10.80 Surcharge per animal for gas anesthesia. Add \$8.30 Surcharge per animal for immunodeficient models.

Pre-ID™ Services

	CODE	RAT PRICE	MOUSE PRICE
Somark Labstamp® Black (mice only)	LABSTAMPBLK	N/A	3.65
Somark Labstamp® Green* (mice only)	LABSTAMPGRN	N/A	3.65

*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 weeks for delivery. Contact our Customer Support Center at 1.877.274.8371 for pricing and availability.

Cr:ORL SENCAR Mice (Outbred)
 B10.A/Cr Mice (Congenic)
 DBA/2NCr Mice (Inbred)
 F344/NCr Rats (Inbred)

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) NCI Cr:SW (Swiss Webster)	CD-1* IGS 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 (BALB/c background) NCI Cr:NIH-RNU NCI Cr:NIH-RNU/+	Athymic Nude Mice - Homozygous Athymic Nude Mice - Heterozygous NOD SCID Mice Fox Chase SCID® Mice (C.B-17 SCID) RNU Nude Rats - Homozygous RNU Nude Rats - Heterozygous

*Prices may vary slightly



General Terms & Conditions of Sale

Charles River Laboratories, Inc. ("Charles River") shall provide the products ("Products") and services ("Services") described in the Charles River invoice, quotation, protocol, or statement of work ("SOW") and Customer shall purchase the Products and Services pursuant to the specifications contained in the SOW and in accordance with the following terms and conditions:

1. Provision of the Products and Conduct of the Research Services.

Charles River will provide the Products and conduct the Services in accordance with the SOW, which may be amended from time to time upon the mutual agreement of Charles River and the Customer. Charles River will adhere to all government laws, rules and regulations applicable to the provision of the Products or the conduct of the Services at the respective place of their delivery ("Applicable Law"). If an amendment requires additional or different work on the part of 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 the Customer's approval, provided that Charles River shall use commercially reasonable efforts to obtain the Customer's verbal approval, which shall be subsequently confirmed by the Customer in writing. The parties acknowledge that during the course of performing the Services in accordance with the SOW, additional costs may be incurred by Charles River as a result of procedural changes which do not amount to or require a change in the SOW, but which are deemed necessary by Charles River to successfully perform the Services, and which could not be foreseen at the time of the preparation of the SOW. If such procedural changes occur, Charles River shall advise the Customer prior to their implementation and solicit the Customer's agreement as to the necessity and additional cost thereof. Should Charles River be unable to contact the Customer in advance, the Customer agrees that in order to maintain the integrity of the Services, Charles River may proceed accordingly and be entitled to recover such additional costs from the Customer upon presentation of an explanation of such procedural changes and the necessity thereof. Any Products purchased from Charles River shall be used by Customer in a safe manner, and in accordance with all applicable governmental rules and regulations.

Customer, including its employees, agrees that all animals purchased from Charles River, descendants of those animals derived by inbreeding or crossbreeding, including unmodified derivatives of those animals or their descendants ("Animals") shall not be: (i) used for any purpose other than the internal research of the Customer, (ii) bred (for sale or otherwise) or provided to any third party for any use, or (iii) provided to any agent or other third party to provide breeding or other services with respect to such Animals, unless Charles River provides Customer with prior written authorization for deviation from these terms and conditions or a license. Customers should not, without the prior consent of Charles River, return animals or shipping containers to Charles River. Acceptance of delivery of Products or Services shall be deemed agreement to these terms and conditions. No other document attempting to negate or otherwise modify the terms hereof, including any purchase order or request for proposal, shall be binding upon Charles River, and instead these terms and conditions, including any special terms and conditions set forth separately, shall exclusively govern the sale of Products and Services by Charles River. The purchase of any Products conveys to the Customer the non-transferable right to use the Product and the components of the Products only in research conducted by the Customer and specifically in accordance with the SOW provided with the Products. The Customer cannot sell or otherwise transfer to a third party the Products or its components for Commercial Purposes. "Commercial Purposes" means any activity for cash or other consideration, including but not limited to (1) use of the Products or its components or materials made using the Products or its 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 its components or materials made using the product or its components, except by licensed distributors, whether or not resold for use in research. The foregoing limitations are required by Charles River given the nature of the products sold, and to the extent that Charles River owns or controls (with the right to sublicense) patent rights or other intellectual property rights applicable to the Products or its intended use, those rights are licensed to Customer on a non-exclusive basis only for the uses expressly permitted above for the Products purchased. If Customer fails to comply with the foregoing limitations, in addition to any other remedies available to Charles River, the warranty provided for Products will be automatically voided.

2. Test Article

If required for performance of the Services, Customer will provide Charles River with sufficient amounts of all compounds, materials, animals, substances, devices and protocols meeting relevant specifications, including health and genetic data. ("Test Articles") with which to perform the Services, as well as such complete and accurate data as is necessary to apprise Charles River of the identity, strength, purity, stability and composition or other appropriate characteristics of each batch, proper storage and safe handling requirements of the Test Articles, including a Material Safety Data Sheet (MSDS) or equivalent documentation. In addition, Customer will provide Charles River certification that the methods of synthesis, fabrication, or derivation of the Test Article have been documented by the Customer. All costs associated with shipping the Test Articles to Charles River shall be the responsibility of Customer, and Charles River shall 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 shall remain the property of Customer.

3. Inspections

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

3.2 Charles River will notify the Customer as soon as practical in the event of any regulatory inspection of Charles River's facilities that directly impact the Services. In the event of an inspection of the Customer by a regulatory or administrative agency, Charles River will to the extent permissible under Applicable Law, consult with and allow the Customer to review and comment on any responses to such agency related to the inspection.

4. Reports

4.1 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.

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

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

5. Compensation

5.1 Prices will be as per the price list (if applicable, price of Products is based on highest weight range) on the day of delivery, and they do not include applicable Value Added Tax, packaging or shipment expenses. The price list may be adjusted by Charles River annually. The 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 the Customer agrees to pay all invoices submitted. All amounts not paid by the Customer when due shall accrue interest from the applicable due date until paid, at the rate of one and one half percent (1.50% per month). In addition, Charles River may elect to cease or suspend work on the Services or withhold required reports or other deliverables if the Customer does not make payments when due and payable.

5.2 All applicable termination, delay or cancellation fees will be set forth in the SOW.

5.3 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 shall have the right to demand payment or other assurances which it deems adequate before providing any additional Services.

6. Confidentiality

6.1 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, in writing, such information as confidential and/or proprietary. If a party intends to disclose confidential information to the other party orally, the disclosing party shall (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 (10) 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 publication or disclosure unless required by Applicable Law to disclose such information. Neither party shall use the other party's proprietary and/or confidential information for any purpose other than in performance of this Agreement. The obligations of confidentiality set forth in this Section 6 will survive termination or expiration of this Agreement for a period of five (5) years.

The confidentiality provisions of this Section 6 shall not apply to any part of such 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 directly or indirectly from the disclosing party under obligation not to disclose; (iii) is or becomes published or otherwise in the public domain other than by violation of this Agreement 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 or governmental regulations; 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.

7. Warranties

7.1 If applicable, the Customer warrants that it owns all rights, title and interest in the Test Articles furnished by the Customer to Charles River hereunder and the intellectual property related thereto, and that Charles River's use of any and all such Test Articles in connection with the Services does not infringe any third party rights.

7.2 Charles River warrants that to its knowledge the Products and Services shall 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 to which they are presented nor that the results of the Services will enable the 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, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR FOR NON-INFRINGEMENT OF A PATENT, TRADEMARK OR OTHER INTELLECTUAL PROPERTY RIGHT. ANY claim for breach of this warranty must be made in writing to Charles River within ten (10) business days after the Products are delivered or the completion of Services, after which time the Products or Services shall be deemed finally accepted. Risk of loss and title to the Products shall pass to Customer once the Products leave Charles River's facility or are delivered to a common carrier, as applicable.

8. Limitation of Liability

8.1 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 (including, without limitation, lost profits) regardless of whether any such losses or damages are characterized as arising from breach of contract, breach of warranty, tort, strict liability or otherwise, even if Charles River is advised of the possibility of such losses or damages, or if such losses or damages are foreseeable.

8.2 Charles River's liability, regardless of the form of action, shall be limited to actual damages and shall not exceed the total price paid for the Products or Services pursuant to which such liability arises. In no event shall Charles River be liable for any damages arising from or in connection with any decision by the Customer or any third party to further research, develop or market the Test Articles or any derivative or product or service related thereto (or to the Products or Services), or the use of the Test Articles or any product or derivative or service related thereto (or to the Products or Services).

8.3 Subject to the limitations set forth in this Section 8, in the event that Charles River commits a breach of the warranty set forth in Section 7.2 above, Charles River's sole liability, and the Customer's sole remedy shall 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.

9. Indemnities

9.1 Subject to the limitations of liability contained in Section 8 above, Charles River will defend, indemnify, save and hold harmless the Customer and its parent, subsidiaries 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 ("Claims") arising out of or in connection with or attributable to Charles River's gross negligence or willful misconduct in provision of the Products or performance of the Services, and will pay any costs and damages which, by final judgement, after exhaustion of all reasonable appeals, may be assessed against them, provided that Charles River is given written notice of the Claims within five (5) days of the date notice to the Customer and is given information, reasonable assistance, and sole authority to defend and/or settle the claim.

9.2 The Customer will defend, indemnify, save and hold harmless Charles River and its parent, subsidiaries and affiliates and their respective directors, officers, employees and agents from and against any Claims arising out of or in connection with or attributable to (a) the research, development, manufacture, distribution, use, sales or other disposition by the Customer, or any distributor, collaborator, customer, sublicense, representative or agent of the Customer, of the Test Articles and/or any other substances upon which the Services were performed or for which the Products were used, or (b) any infringement of any third party's patent rights or unauthorised use or misappropriation of its know-how, or (c) the Customer's gross negligence or 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 which, by final judgement, after exhaustion of all reasonable appeals, may be assessed against them, provided that the Customer is given written notice of the Claims 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.

10. Ownership

Any inventions and/or techniques for providing the Products or performing the Services which relate to the conduct of Charles River's business are and shall 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 that is not developed hereunder. Charles River shall 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 the Customer hereunder, including without limitation new data, uses, processes or compositions directly relating to the information or materials provided hereunder shall be the exclusive property of the Customer. Charles River agrees to assist the Customer in securing for the Customer any patents, copyrights or other proprietary rights in such data, discoveries or inventions, and to perform all acts that may be reasonably required to vest in the Customer all right, title and interest in such data, discoveries or inventions, and Charles River shall be compensated at its standard rates for such assistance. All costs and expenses associated with establishing the Customer's rights therein shall be the Customer's responsibility.

11. Insurance

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

12. Force Majeure

Except with respect to the payment of any amount due hereunder, neither party shall be considered in default of the performance of any obligation hereunder to the extent that the performance of such obligation is prevented or delayed by fire, flood, earthquake, explosion, 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.

13. Termination

13.1 Unless otherwise specified in the SOW, the Customer shall have the right to 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 shall be paid for all Products provided or Services rendered through the effective date of termination, together with any additional expenses incurred in connection with the shutdown of the Services including without limitation any irrevocably committed costs and any cancellation or termination fee set forth in the SOW.

13.2 Either party may terminate this Agreement or SOW, as applicable, at any time upon thirty (30) days prior written notice to the other party, for material breach of the Agreement by the other party if such breach is not remedied to the non-breaching party's reasonable satisfaction within the thirty (30) day notice period.

13.3 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, including the applicable confidentiality, record keeping, regulatory compliance, intellectual property and indemnification provisions of this Agreement, shall survive termination.

14. Dispute Resolution

The parties shall attempt, in good faith, to resolve through negotiations any controversy, claim, or dispute arising out of this Agreement. In the event that negotiations are not successful, the controversy, claim, or dispute shall be submitted to third party mediation upon terms reasonably acceptable to the parties. If such claim, controversy or dispute is not resolved through mediation, upon written demand of either party, the claim, controversy or dispute shall be submitted to arbitration. Such arbitration shall take place in the jurisdiction from which the Products are provided or in which the services are provided, shall be conducted in English, and shall proceed in accordance with the laws of such jurisdiction and the United Nations Commission on International Trade Law Arbitration Rules (UNCITRAL) as at present

in force. A record and transcript of the proceedings shall be maintained. Any award shall be made in writing and in reasonable detail, setting forth the findings of fact and conclusion of law supporting the award. The determination of a majority of the panel of arbitrators shall be the decision of the arbitrators, which shall be binding regardless of whether one of the parties fails or refuses to participate in the arbitration. All costs of such arbitration, except expert fees and attorneys' fees, shall be shared equally by the parties.

15. Archiving

15.1 All reports and supporting documentation originating with Charles River are the Customer's property ("Materials"). Except as otherwise set forth in the SOW, and if applicable and requested in writing by the Customer, Charles River shall retain the Materials for a period of one year following the date of any final report, or for such shorter period as may be required by Applicable Law. At the end of such period, Charles River shall contact Customer to determine disposition of the Materials as follows: (a) extended storage of the Materials; (b) return of the Materials to Customer at Customer's expense or (c) disposal of Materials at Customer's expense. If the Customer requests Charles River to continue to store the Materials and Charles River agrees, the cost for storage of the Materials shall continue to be invoiced to the Customer at Charles River's then current rates. If the Customer fails to give such instructions, Charles River shall so notify the Customer, and if such instructions are still not forthcoming within thirty (30) days of said notification, then Charles River shall have the option of continuing storage of the Materials, which will be deemed to have been authorised for an additional period of not less than one (1) year or Charles River may return the Materials to the Customer at the Customer's expense. The Customer shall be liable for storage charges until the Materials are returned to the Customer. While the Materials are in transit to the Customer, all risk of loss or exposure to the Materials shall be borne by the Customer.

15.2 If the Materials require additional and/or special storage requirements, additional charges for storage shall be assessed and invoiced to the Customer. Invoices shall be issued annually in advance and are due and payable upon receipt and the Customer agrees to pay all invoices submitted.

15.3 Charles River's liability for archival services, regardless of the form of action, shall not exceed the fee paid for one year's storage of the Materials. In no event shall Charles River be liable for penalties or liquidated damages or for special, indirect, consequential punitive, exemplary or incidental damages of any type or kind (including, without limitation, lost profits) in connection with the storage of the Materials. Charles River shall have no liability for loss of specimens or information beyond its reasonable control, including losses caused by loss of refrigeration.

16. Miscellaneous

16.1 Notices. All notices from one party to the other will be in writing. Notices shall be sent by overnight courier, certified mail, return receipt requested, or by other means of delivery requiring a written acknowledged receipt. All notices shall be effective upon receipt.

16.2 Independent Contractor. The business relationship of the Charles River to the Customer is that of an independent contractor and not of a partner, joint venturer, employer, employee or any other kind of relationship.

16.3 Assignment. This Agreement, and the rights and obligations hereunder, may not be assigned or transferred by either party without the prior written consent of the other party, except that either party may assign this Agreement to an affiliated company or in connection with the merger, consolidation or sale of substantially all assets related to the Products or Services.

16.4 Entire Agreement. This Agreement sets 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 of this Agreement (including and subsequent or conflicting terms and conditions of Customer). No modification or waiver of the provisions of this Agreement shall be valid or binding on either party unless in writing and signed by both parties.

16.5 Severability. In the event that any one or more of the provisions contained in this Agreement for any reason is held to be invalid, illegal or unenforceable in any respect, that invalidity, illegality or unenforceability will not affect any other provisions of this Agreement, and all other provisions will remain in full force and effect.

16.6 Applicable Law. This Agreement will in all events and for all purposes be governed by, and construed in accordance with, the laws of the jurisdiction from which the Products are provided or in which the Services are rendered (specifically excluding the United Nations Convention on the International Sale of Goods), without regard to any choice of law principle that would dictate the application of the law of another jurisdiction.

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