

**E-SIGN AGREEMENT
IN SUPPORT OF
THE NIH TRANSFER AGREEMENT DASHBOARD (TAD)**

The purpose of this agreement is to outline the terms and conditions regarding the use of electronic signatures as a means of ensuring accountability, data integrity and non-repudiation of technology transfer agreements that are signed by the _____ (PARTICIPANT ORGANIZATION) via the National Institutes of Health (NIH) Transfer Agreement Dashboard (TAD).

Technology Transfer Agreements require thoughtful drafting and negotiation by the technology transfer professional. Following finalization of the agreement it is signed by representatives from both the providing and recipient parties to authorize the transfer of materials for use according to each agreement's terms and conditions. As part of the Government Paperwork Elimination Act (GPEA)¹ the NIH seeks to "provide (1) for the option of electronic maintenance, submission, or disclosure of information, when practical as a substitute for paper; and (2) for the use and acceptance of electronic signature when practicable." Furthermore, pursuant to the E-Government Act of 2002² section 203(b), the NIH will also "ensure that its methods for use and acceptance of electronic signatures are compatible with the relevant procedures issued by the Director (of OMB)."

In order to facilitate the purpose of the GPEA and the e-Government Act, the NIH TAD will allow designated PARTICIPANT ORGANIZATIONS to electronically sign a variety of technology transfer agreements. The PARTICIPANT ORGANIZATION agrees to the following as it pertains to the use of electronic signatures in the NIH TAD:

1. The NIH as owner of the TAD system will ensure that all security measures are implemented to verify identity through a Federated login authentication framework.
2. For the preparation, signature and/or transmission of technology transfer agreements in electronic formats, PARTICIPANT ORGANIZATION agrees that the electronic agreements shall be considered as the "original" record of the transaction in substitution for and with the same intended effect as paper documents bearing handwritten signatures.
3. By use of electronic means to sign documents, PARTICIPANT ORGANIZATION intends to be bound to those documents for all purposes fully as if paper versions of the documents had been manually signed.
4. By use of electronic means to sign documents PARTICIPANT ORGANIZATION intends to be bound by those electronic signatures associated with any documents and such an electronic signature shall have the same legal effect as if that signature were manually affixed to a paper version of the document.

¹ Government Paperwork Elimination Act (GPEA), http://www.cio.gov/documents/paperwork_elimination_act.html, October 1998.

² The E-Government Act of 2002, http://frwebgate.access.gpo.gov/cgi-bin/getdoc.cgi?dbname=107_cong_public_laws&docid=f:publ347.107.pdf, December 2002

General Conditions:

1. This agreement in no way restricts PARTICIPANT ORGANIZATION from participating in similar activities or arrangements with other public or private agencies, universities, organizations, or individuals
2. PARTICIPANT ORGANIZATION asserts that the signatory below has the authority to bind PARTICIPANT ORGANIZATION to the terms herein

Duration of Agreement:

1. This agreement can be modified only by a written amendment signed by both Parties.
2. Either Party may terminate this agreement by providing 60 days written notice to the other Party. It is understood that data provided prior to termination will remain with the NIH.

Contact Information:

Please contact Lili Portilla, the NIH business owner representative for the TAD System, at NIHTADSupport@mail.nih.gov with any questions regarding this agreement.

Signature:

PARTICIPANT SIGNATURE

<DATE>

<PRINT NAME>

<TITLE>

<INSTITUTION>

<ADDRESS 1>

<ADDRESS 2>