

PARTICIPATION AGREEMENT
IN SUPPORT OF
THE NIH TRANSFER AGREEMENT DASHBOARD (TAD)

The purpose of this agreement is to outline the terms and conditions regarding participation by organizations and their affiliated users in the National Institutes of Health (NIH) Transfer Agreement Dashboard (TAD). The agreement also addresses the optional use of electronic signatures as a means of ensuring accountability, data integrity and non-repudiation of technology transfer agreements between the NIH and the _____

(PARTICIPANT ORGANIZATION)

that are signed via the NIH Transfer Agreement Dashboard (TAD).

A Technology Transfer Agreement is a tool for transferring technology between NIH laboratories and research laboratories in commercial enterprises, universities or not-for-profit institutions. NIH's Institutes and Centers (ICs) handle all MTA requests.

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)."

As it pertains to participation with the NIH through TAD and the creation of user accounts, the NIH and the PARTICIPANT ORGANIZATION agree as follows:

1. The NIH will ensure that all security measures are implemented to verify identity through a Federated login authentication framework.
2. PARTICIPANT ORGANIZATION will assign a current employee as the "Registration Authority" or "RA". The RA will ensure verification of identity³ as required of a Level 2 program for any students or employees prior to submitting requests for MTA Management System accounts to be created. In addition, the RA, on behalf of PARTICIPANT ORGANIZATION, will also provide notification to NIH TAD system administrators, as NIH representatives for TAD, when any user ceases enrollment or employment.

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

³ National Institute of Standards and Technology (NIST) Special Publication 800-63, Section 7.2.1, http://csrc.nist.gov/publications/nistpubs/800-63/SP800-63V1_0_2.pdf

3. PARTICIPANT ORGANIZATION will notify NIH TAD system administrators, as NIH representatives for TAD, of any relevant changes to their identity proofing policy.
4. It is understood and agreed by PARTICIPANT ORGANIZATION that the information it enters into the NIH TAD system will become a government record and will be subject to the Freedom of Information Act (FOIA), 5 U.S.C. § 552, and the Privacy Act 5 U.S.C. § 552a

Electronic Signatures (OPTIONAL):

In order to facilitate the purpose of the GPEA and the e-Government Act, the NIH TAD will allow PARTICIPANT ORGANIZATIONS to electronically sign a variety of technology transfer agreements. *Use of electronic signatures is not required for the NIH TAD.*

PARTICIPANT ORGANIZATION can opt for this functionality by initialing below and agreeing to the following terms and conditions regarding the usage of electronic signatures within the TAD system:

1. For the preparation, signature and/or transmission of technology transfer agreements in electronic formats, NIH and PARTICIPANT ORGANIZATION agree 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
2. By use of electronic means to sign documents, both NIH and PARTICIPANT ORGANIZATION intend to be bound to those documents for all purposes fully as if paper versions of the documents had been manually signed.
3. By use of electronic means to sign documents, both NIH and PARTICIPANT ORGANIZATION intend 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 was manually affixed to a paper version of the document.

(Initial here) PARTICIPANT ORGANIZATION will use the electronic signature functionality within the TAD system (initial here) in accordance with the terms and conditions above.

General Conditions:

1. It is expressly understood and agreed that this agreement is not intended and shall not be construed to create the relationship of agent, servant, employee, joint business venture or other associations between NIH and PARTICIPANT ORGANIZATION other than for the stated purpose listed above
2. This agreement in no way restricts NIH or PARTICIPANT ORGANIZATION from participating in similar activities or arrangements with other public or private agencies, universities, organizations, or individuals
3. 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 Andy Baxevanis, Ph.D., the NIH business owner representative for the TAD System, at NIHTADSupport@mail.nih.gov with any questions regarding this agreement.

Signature:

PARTICIPANT ORGANIZATION SIGNATURE

DATE

PRINT NAME

TITLE

INSTITUTION

ADDRESS 1

ADDRESS 2