

**NATIONAL INSTITUTES OF HEALTH BRIDGS PROGRAM  
OUTGOING MATERIAL TRANSFER AGREEMENT**

The National Institutes of Health (NIH) Bridging Interventional Development Gaps program (BrIDGs) has been designed to assist academic investigators with the development steps necessary for them to initiate clinical trials with their own discoveries. The program makes available to the academic research community, on a competitive basis, NIH resources for the pre-clinical development of drugs. A specific description of the BrIDGs program is available at [www.ncats.nih.gov/bridgs.html](http://www.ncats.nih.gov/bridgs.html).

Provider: National Institutes of Health

Recipient: \_\_\_\_\_

Recipient's Investigator: \_\_\_\_\_

1. Provider agrees to transfer to Recipient the following Clinical Material, Research Material or Research Data: Data and/ or material pertaining to the development of (name of therapeutic agent)

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If Recipient designates a third party to receive Clinical Material, Research Material or Research Data, then the Recipient will ensure that its designee complies with the terms of this Agreement.

2. The Clinical Material, Research Material or Research Data will only be used for research purposes, under suitable containment conditions, by Recipient. Recipient agrees to comply with all Federal rules and regulations applicable to the handling of the Research Material.

3. In all oral presentations or written publications concerning the Clinical Material, Research Material or Research Data, Recipient will acknowledge Provider's contribution as follows unless requested otherwise.

“This research was supported by the BrIDGs Program and the NIH Common Fund.”

To the extent permitted by law, Recipient agrees to treat in confidence, for a period of three (3) years from the date of its disclosure, any of Provider's written information about this Clinical Material, Research Material or Research Data that is stamped "CONFIDENTIAL," except for information that was previously known to Recipient or that is or becomes publicly available or which is disclosed to Recipient without a confidentiality obligation. Any oral disclosures of CONFIDENTIAL information from Provider to Recipient shall be identified as being CONFIDENTIAL by written notice delivered to Recipient within thirty (30) days after the date of the oral disclosure. Recipient may publish or otherwise publicly disclose Recipient's research results concerning the Clinical Material, Research Material or Research Data, but such public disclosure may be made only after Provider has had thirty (30) days to review the proposed disclosure to determine if it includes any CONFIDENTIAL information, except when a shortened time period under court order, other applicable law or the Freedom of Information Act pertains.

4. THIS CLINICAL MATERIAL, RESEARCH MATERIAL OR RESEARCH DATA IS BEING SUPPLIED TO RECIPIENT BY THE PROVIDER WITH NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A

PARTICULAR PURPOSE. Provider makes no representations that the use of the Clinical Material, Research Material or Research Data will not infringe any patent or proprietary rights of third parties. Unless prohibited by law from doing so, Recipient agrees to hold the Government of the United States of America (hereinafter referred to as "Government") harmless and to indemnify the Government for all liabilities, demands, damages, expenses and losses arising out of Recipient's use for any purpose of the Clinical Material, Research Material or Research Data.

5. Recipient shall retain title to any patent or other intellectual property rights in inventions made by its employees. Inventorship and ownership of any patent or intellectual property rights shall be governed by United States patent law or other applicable laws.

6. Recipient agrees not to claim, infer, or imply endorsement by the Government of the Recipient, Recipient's personnel or any product(s).

7. The undersigned Provider and Recipient expressly certify and affirm that the contents of any statements made herein are truthful and accurate.

8. Results of the Recipient's research using Clinical Material, Research Material or Research Data shall be provided to the Provider including, all publications thirty (30) days prior to public disclosure or within thirty (30) days as requested by the NIH, which ever occurs earlier.

9. If Provider is providing Clinical Material, Research Material or Research Data for use in support of research on humans, Recipient agrees to the terms of the Clinical Addendum attached hereto.

**Signatures begin on the next page**

**ACCEPTED AND AGREED**

**FOR RECIPIENT:**

Date	Signature of Recipient Investigator Name, Title and Address of Recipient
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Date	Authorized Signature for Recipient Institution Name, Title and Address
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Recipient's Official and Mailing Address:

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\_\_\_\_\_  
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**FOR PROVIDER:**

**NATIONAL INSTITUTES OF HEALTH**

Date	Dr. John McKew, Branch Chief Therapeutics Development Branch Division of Preclinical Innovation National Center for Advancing Translational Sciences
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Any false or misleading statements made, presented, or submitted to the Government, including any relevant omissions, under this Agreement and during the course of negotiation of this Agreement are subject to all applicable civil and criminal statutes including Federal statutes 31 U.S.C. ' ' 3801-3812 (civil liability) and 18 U.S.C. ' 1001 (criminal liability including fine(s) and/or imprisonment).