Simple Letter Agreement for the Transfer of Materials

In response to RECIPIENT’s request for the MATERIAL,

|  |
| --- |
| ***list\_materials\_here***, |

the PROVIDER asks that the RECIPIENT and the RECIPIENT SCIENTIST agree to the following before the RECIPIENT receives the MATERIAL:

1. The above MATERIAL is the property of the PROVIDER and is made available as a service to the research community.
2. **THIS MATERIAL IS NOT FOR USE IN HUMAN SUBJECTS**.
3. The MATERIAL will be used for teaching or not-for-profit research purposes only.
4. The MATERIAL will not be further distributed to others without the PROVIDER's written consent. The RECIPIENT shall refer any request for the MATERIAL to the PROVIDER. To the extent supplies are available, the PROVIDER or the PROVIDER SCIENTIST agree to make the MATERIAL available, under a separate Simple Letter Agreement to other scientists for teaching or not-for-profit research purposes only.
5. The RECIPIENT agrees to acknowledge the source of the MATERIAL in any publications reporting use of it.
6. Any MATERIAL delivered pursuant to this Agreement is understood to be experimental in nature and may have hazardous properties. THE PROVIDER MAKES NO REPRESENTATIONS AND EXTENDS NO WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE USE OF THE MATERIAL WILL NOT INFRINGE ANY PATENT, COPYRIGHT, TRADEMARK, OR OTHER PROPRIETARY RIGHTS. Unless prohibited by law, RECIPIENT assumes all liability for claims for damages against it by third parties which may arise from the use, storage or disposal of the MATERIAL except that, to the extent permitted by law, the PROVIDER shall be liable to the RECIPIENT when the damage is caused by the gross negligence or willful misconduct of the PROVIDER.
7. The RECIPIENT agrees to use the MATERIAL in compliance with all applicable statutes and regulations.
8. The MATERIAL is provided at no cost, or with an optional transmittal fee solely to reimburse the PROVIDER for its preparation and distribution costs. If a fee is requested, the amount will be indicated here: none.

The PROVIDER, RECIPIENT and RECIPIENT SCIENTIST must sign both copies of this letter and return one signed copy to the PROVIDER. The PROVIDER will then send the MATERIAL.

**PROVIDER INFORMATION and AUTHORIZED SIGNATURE**

|  |  |  |  |
| --- | --- | --- | --- |
| PROVIDER SCIENTIST: | ***first\_name*** | ***last\_name*** | ***email@sample.gov*** |

PROVIDER Organization:  National Institute of Dental and Craniofacial Research (“NIDCR”)

|  |  |
| --- | --- |
| Address: | BLDG 1DEM RM 682-K, 6701 DEMOCRACY BLVD, MSC 4878 |
|  | BETHESDA, MD 20817-4878 USA |

Name of Authorized Official: David William Bradley, bradleyda@nidcr.nih.gov

Title of Authorized Official: Director, Office of Technology Transfer and Innovation Access

Certification of Authorized Official: This Simple Letter Agreement has [x]  / has not [ ]  [check one] been modified. If modified, the modifications are attached.

|  |  |  |
| --- | --- | --- |
|  |  |  |
| Signature of Authorized Official |  | Date |

**RECIPIENT INFORMATION and AUTHORIZED SIGNATURE**

RECIPIENT SCIENTIST:

|  |  |  |
| --- | --- | --- |
| ***first\_name*** | ***last\_name***  | ***email@sample.edu*** |
| [first name] | [last name] | [email address] |

RECIPIENTOrganization:

|  |
| --- |
| ***legal\_name\_of\_your\_institution\_or\_university*** |

Address:

|  |  |
| --- | --- |
| office: | ***office\_name,\_room\_or\_suite\_number*** |
| street: | ***street\_address*** |
| city/state: | ***city*** | ***state\_or\_province*** |
| zip/country: | ***zip\_code*** | ***country*** |

Name of Authorized Official:

|  |  |  |
| --- | --- | --- |
| ***first\_name*** | ***last\_name*** | ***email@sample.edu*** |
| [first name] | [last name] | [email address] |

Title of Authorized Official:

|  |
| --- |
| ***job\_title*** |
|  |  |  |
| Signature of Authorized Official |  | Date |

Certification of RECIPIENT SCIENTIST: I have read and understood the conditions outlined in this Agreement and I agree to abide by them in the receipt and use of the MATERIAL.

|  |  |  |
| --- | --- | --- |
|  |  |  |
| RECIPIENT SCIENTIST |  | Date |

Addendum

If checked the following Modification(s) apply:

**[x]  Modification 1.** This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall be considered one and the same agreement.

****[x]  Modification 2.****  This Agreement will terminate five (5) years from the date of the last Signature of Authorized Official unless RECIPIENT exercises an option to extend the agreement an additional 5 years beyond the termination date (an “Extension Option”) by notifying PROVIDER at least thirty (30) days prior to termination. PROVIDER grants RECIPIENT an initial Extension Option, and, if requested, subsequent Extension Option(s) will not be unreasonably withheld. Upon termination, RECIPIENT agrees to dispose of the MATERIAL in compliance with all applicable statutes and regulations.

****[ ]**** ****Modification 3.**** Upon acceptance of materials RECIPIENT agrees to comply with human subjects regulations at 45 CFR Part 46, if applicable.

**PROVIDER’s ADDITIONAL SIGNATORY**

|  |  |  |
| --- | --- | --- |
|  |  |  |
| Dr. Robert Angerer, Scientific Director |  | [date] |

****[ ]  Modification 4.**** This MATERIAL will be used by RECIPIENT SCIENTIST solely in connection with the following research project described with specificity as follows: [insert plan below or as attachment]

|  |
| --- |
| ***If\_requested\_by\_NIDCR\_include\_a\_brief\_research\_plan.*** |

****[ ]  Modification 5.**** If email delivery is not acceptable, RECIPIENT requests the Agreement be printed, signed, and sent by mail.

****[ ]  Modification 6.**** RECIPIENT requests that communication regarding this agreement be directed towards RECIPIENT CONTACT: [listed below]

|  |  |  |
| --- | --- | --- |
| ***first\_name*** | ***last\_name*** | ***email@sample.edu*** |
| [first name] | [last name] | [email address] |

****[ ]  Modification 7.**** RECIPIENT requests MATERIALS be delivered to:

|  |  |
| --- | --- |
| office: | ***office,\_suite\_or\_room\_number*** |
| street: | ***street\_address\_for\_delivery\_of\_materials*** |
| city: | ***city*** |
| state: | ***state\_or\_province*** |
| zip: | ***zip\_code\_(postal\_code)*** |
| country: | ***country*** |
| tel: | ***telephone\_number*** |
| courier: | ***preferred\_vendor\_for\_shipping\_(e.g.\_FedEx)*** |
| acct no. | ***shipping\_vendor\_acct\_no.\_(optional)*** |

****[ ]  Modification 8.**** RECIPEINT may transfer MATERIALS to ADDITIONAL RECIPIENT if (a) ADDITIONAL RECIPIENT is a not-for-profit research organization, (b) ADDITIONAL RECIPIENT agrees to a THIRD PARTY TRANSFER LETTER that binds ADDITIONAL RECIPIENT to the terms herein, and (c) RECIPIENT sends a duplicate of the THIRD PARTY TRANSFER LETTER to the PROVIDER SCIENTIST and PROVIDER Authorized Official.

****[ ]  Modification 9.**** The Agreement is modified as follows:

|  |
| --- |
| ***specify\_language\_to\_be\_inserted\_and/or\_deleted\_here.*** |