

**NATIONAL INSTITUTE OF DIABETES AND DIGESTIVE AND KIDNEY DISEASES
T1D-PRECLINICAL TESTING PROGRAM (T1D-PTP)
MATERIAL TRANSFER AGREEMENT FOR NON-HUMAN MATERIALS**

The National Institute of Diabetes and Digestive and Kidney Diseases (NIDDK), an institute of the National Institutes of Health (NIH), has established the **Type 1 Diabetes Preclinical Testing Program (T1D-PTP)** to provide investigators with access to the established facilities and expertise needed to extend, enhance and validate efficacy in preclinical studies of promising new therapeutics in animal models of type 1 diabetes. A description of the T1D-PTP program is available at <http://www.t1diabetes.nih.gov/T1D-PTP/#IA>.

Provider: _____

Provider's Investigator: _____

Recipient: **National Institute of Diabetes and Digestive and Kidney Diseases (NIDDK)**

Provider and Recipient agree to the following:

1. Provider agrees to transfer to Recipient or Recipient's contractor or subcontractor the following Research Material:
2. The Research Material will be used under suitable containment conditions and only for the T1D-PTP research project described in Appendix A ("Research Project"). Recipient agrees that its contractors or subcontractors will not use the Research Material for any other purpose. Recipient agrees that its contractors or subcontractors are required to comply with all laws and regulations applicable to the Research Project and the handling of the Research Material.
3. Provider and Recipient view dissemination of research results, both by publication and oral presentation, as an objective of the T1D-PTP program. Provider agrees that Recipient or its contractors or subcontractors may publish or publicly present the research results. In all oral presentations or written publications concerning the Research Project, Recipient and its contractors or subcontractors will acknowledge Provider's contribution of this Research Material unless requested otherwise. Recipient agrees to send Provider a copy of proposed publications or presentations disclosing the results of the Research Project in advance of public disclosure (30 days for manuscripts and 7 days for abstracts or presentations) to afford Provider an opportunity to review and comment on the proposed publication or presentation.
4. To the extent permitted by law, Recipient agrees to and agrees that its contractors and subcontractors will treat in confidence, for a period of three (3) years from the date of its disclosure, any of Provider's written information about this Research Material 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.
5. This Research Material represents a significant investment on the part of Provider. Recipient therefore agrees that the Research Material will not be transferred to any party other than Recipient's contractors or subcontractors for purposes of the Research Project. When the Research Project is

Attachment A

Research Project

Provider will provide _____ (quantity) of Research Material to be used for the following Research Project:

[Insert description of research project to be conducted by Recipient's contractors or subcontractors]