

MATERIALS TRANSFER AGREEMENT**Provider:**

Advanced Chemistry Development, Inc. (ACD/Labs)

Recipient:

NCCT/ORD, US EPA

1. Provider agrees to transfer to Recipient's Investigator named below the following Research Material:

Structure-Data file of the ACD/Labs Dictionary containing additional fields:

chemical name (TR-1), CAS_RN (and alternate CAS_RN1), formula, FW, and Categories (TC1, TC2, etc).

2. This Research Material may not be used in human subjects. The Research Material will be used only for research purposes by Recipient's investigator in his/her laboratory, for the research project described below, under suitable containment conditions. This Research Material will not be used for screening, production or sale, for which a commercialization license may be required. Recipient agrees to comply with all Federal rules and regulations applicable to the Research Project and the handling of the Research Material.

- 2(a). Were Research Materials collected according to 45 C.F.R. Part 46, "Protection of Human Subjects?"

 Yes (Please provide Assurance Number: _____) No Not Applicable (Materials not collected from humans)

3. This Research Material will be used by Recipient's investigator solely in connection with the following research project ("Research Project") described with specificity as follows (*use an attachment page if necessary*):

Research Project: DSSTox/ACToR Structure Annotation and Quality Review

ACD Chemical Dictionary in SDF format is being provided to assist with internal chemical structure annotation and quality review efforts associated with the DSSTox (Distributed Structure-Searchable Toxicity Database) and ACToR (Aggregated Computational Toxicology Resource) projects within EPA's National Center for Computational Toxicology (NCCT). The ACD Dictionary file will only be used to cross reference structural content of the current DSSTox inventory, and to aid in the structural annotation of additional content within ACToR pertaining to inventories of chemicals of high interest for either environmental occurrence or toxicity concerns. These inventories are supporting high-throughput screening and predictive modeling efforts associated with the NCCT ToxCast project and collaborations with the National Toxicology Program. ACD Dictionary content will only be provided indirectly through the DSSTox or ACToR systems with respect to these target inventories, and with appropriate attribution. Public disclosure in any form of the ACD/Dictionary file(s) contents in whole or part is forbidden under the

terms of this agreement unless incorporated within the public content of either DSSTox or ACToR system and supported by additional content matter appropriate to both environments.

4. In all oral presentations or written publications concerning the Research Project, Recipient will acknowledge Provider's contribution of this Research Material unless requested otherwise. To the extent permitted by law, Recipient agrees to treat as confidential, any of Provider's written information about this Research Material that is stamped "CONFIDENTIAL" for a period of three (3) years from the date of its disclosure to recipient. The foregoing shall not apply to information that is or becomes publicly available or which is disclosed to Recipient without a confidentiality obligation. Any oral disclosures from Provider to Recipient which Provider wishes to be treated as confidential shall be identified as being Confidential at the time of the disclosure and by written notice delivered to Recipient within thirty (30) days after the date of the oral disclosure. Recipient may publish or otherwise publicly disclose the results of the Research Project, but if Provider has given Confidential information to Recipient, 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, to the extent such review period is permitted by law.

5. This Research Material represents a significant investment on the part of Provider and is considered proprietary to Provider. Recipient's investigator therefore agrees to retain control over this Research Material and further agrees not to transfer the Research Material to other people not under his/her direct supervision without advance written approval of Provider. Provider reserves the right to distribute the Research Material to others and to use it for its own purposes. When the Research Project is completed, the Research Material will be returned to the Provider or disposed, if directed by Provider.

6. This Research Material is provided as a service to the research community. It is being supplied to Recipient 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 Research Material will not infringe any patent or proprietary rights of third parties.

7. Recipient shall retain title to any patent or other intellectual property rights in inventions made by its employees in the course of the Research Project. However, if said inventions contain any portion of the Research Material, are derived from the Research Material, or could not have been produced but for the use of the Research Material, Recipient agrees to contact the Provider to determine what ownership interests, if any, the Provider may have, and, where applicable, to negotiate in good faith the terms of a commercial license. Inventorship for a patent application or a commercialized product based on said inventions shall be determined according to United States patent law.

8. When Provider is the EPA: Recipient agrees not to claim, infer, or imply endorsement by the Government of the United States of America (hereinafter referred to as "Government") of the Research Project, the institution or personnel conducting the Research Project or any resulting product(s). Recipient agrees to hold the 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 Research Material.

9. When Recipient is the EPA: Provider will not be liable to EPA for any claims or damages arising from EPA=s use of the Research Material.

10. The Provider shall have the right to terminate this Agreement at any time if Recipient breaches any of the terms of this Agreement. Upon termination, Recipient shall return to the Provider all unused portions of the Research Materials.

11. All notices pertaining to or required by this Agreement shall be in writing and shall be signed by an authorized representative and shall be delivered by hand (including private courier mail service) or sent by certified mail, return receipt requested, with postage prepaid, addressed as follows:

Provider's Official and Mailing Address:

Daria Thorp
President
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110 Yonge Street, 14th floor
Toronto ON M5C 1T4 Canada

Recipient=s Official and Mailing Address:

Robert Kavlock
Director, National Center for Computational Toxicology
US Environmental Protection Agency
109 TW Alexander Dr. MD-B-205-01
Research Triangle Park, NC 27711 USA

12. Paragraphs 2, 6, 8 and 9 shall survive termination.

13. This Agreement shall be construed in accordance with law as applied by the Federal courts in the District of Columbia.

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