

## MATERIALS TRANSFER AGREEMENT

### Legal Organization Names

U.S. Environmental Protection Agency (EPA)  
Office of Research and Development (ORD)  
National Center for Computational Toxicology (NCCT)

AND

E.I. du Pont de Nemours and Company, through its DuPont Haskell Global Center for Health & Environmental Sciences business ("DuPont")

1. EPA agrees to transfer to DuPont the following EPA Research Material:

- In vitro assay data derived from the ToxCast™ Program. This data is derived from chemicals analyzed using a variety of high throughput assay techniques. Below, this is referred to as the "ToxCast™ Data".
- In vivo whole animal toxicology summary data derived from the EPA Toxicology Reference Database (ToxRefDB). Below, this is referred to as the "ToxRefDB Data."
- Summary descriptions of the individual data sets.

Individual subsets of this data will be delivered to DuPont after they have been quality reviewed and prepared for use at the EPA and cleared for release to DuPont and other MTA partners, but prior to publication or full public release.

DuPont agrees to transfer to EPA the following DuPont Research Material:

- Selected publicly sourced data in the Metanomics Information System (METIS) internal database including IARC, EU classifications, TeraTox, PBT profiler results.
- Selected scripts and modifications to open source software tools used to build Metanomics Information System (METIS) and Chemical Screening Visualization Tool (CSVV).

The DuPont Research Material and the EPA Research Material are collectively defined as the Research Material.

2. This EPA Research Material may not be used in human subjects. The EPA Research Material will be used only for research purposes by DuPont, 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. DuPont agrees to comply with all Federal rules and regulations applicable to the Research Project and the handling of the Research Material provided the EPA gives DuPont the list of Federal rules and regulations applicable to the Research Project and handling of EPA Research Material.

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

Yes

No

Not Applicable (Materials not collected from humans)

3. The EPA Research Material does not include specimens or data derived or collected from human subjects.

4. The Research Material will be used by EPA and DuPont investigators solely in connection with the following research projects described with specificity as follows (Research Project):

DuPont will provide EPA publicly sourced data from the Metanomics Information System (METIS) database and selected DuPont proprietary scripts and software tools used to build METIS and DuPont's Chemical Screening Visualization Tool (CSV). EPA will use METIS data, scripts and software tools to advance the Agency's ToxCast project, and no conditions will be placed on public release of the resulting products. ToxCast uses advanced science tools to prioritize chemicals for potential toxicity to human health. ToxCast then uses these toxicity predictions to prioritize chemicals for further testing. ToxCast data is used to create EPA's ToxPi (Toxicological Priority Index) which is a flexible prioritization support software tool that incorporates ToxCast bioactivity profiles, inferred toxicity pathways, dose estimates and chemical structural descriptors to calculate the comprehensive toxicity potential. The ToxPi tool is very similar to DuPont's CSV and each can benefit from sharing of data and approaches. EPA will provide the resulting ToxPi generation code and any utilized publicly available summary data back to DuPont for its use. DuPont provided information, data, scripts, software tools and code are supplied to EPA "as is where is" and with no warranties, express or implied, including any warranty of merchantability or fitness for a particular purpose. DuPont makes no representations that the use of this information, data, scripts, software tools and code will not infringe any patent or proprietary rights of third parties.

5. In all oral presentations or written publications concerning the Research Project, DuPont will acknowledge EPA's contribution of the Research Material, if used, unless requested otherwise. Likewise, EPA will acknowledge DuPont's contribution of donated software and publicly sourced data sets in any further public release of the data. To the extent permitted by law, DuPont agrees to treat as confidential, any of EPA's written information about the Research Material that is stamped "CONFIDENTIAL." The foregoing shall not apply to information that is or becomes publicly available or which is disclosed to DuPont without a confidentiality obligation. Any oral disclosures from EPA to DuPont which EPA wishes to be treated as confidential shall be identified as being Confidential at the time of the disclosure and by written notice delivered to DuPont within thirty (30) days after the date of the oral disclosure. DuPont may publish or otherwise publicly disclose the results of the Research Project, but if EPA has given Confidential information to DuPont, such public disclosure may be made only after EPA has had thirty (30) days to review the proposed disclosure to determine if it includes any Confidential information, except when the shortened time period is pursuant to a court order or to the extent such review period is permitted by law. To the extent permitted by law, EPA agrees to treat as confidential, any of DuPont's written information about the Research Material that is stamped "CONFIDENTIAL." The foregoing shall not apply to information that is or becomes publicly available or which is disclosed to EPA without a confidentiality obligation. Any oral disclosures from DuPont to EPA which DuPont wishes to be treated as confidential shall be identified as being Confidential at the time of the disclosure and by written notice delivered to EPA within thirty (30) days after the date of the oral disclosure. EPA may publish or otherwise publicly disclose the results of the Research Project, but if DuPont has given Confidential information to EPA, such public disclosure may be made only after DuPont has had thirty (30) days to review the proposed disclosure to determine if it includes any Confidential information, except when the shortened time period is pursuant to a court order or to the extent such review period is permitted by law

6. This EPA Research Material represents a significant investment on the part of EPA and is considered proprietary to the EPA until such time as EPA agrees to public release of such data. DuPont's investigator will therefore retain control over the EPA Research Material and will not transfer the EPA Research Material to other people not working on the Project without advance written approval of the EPA. The EPA reserves the right to distribute the Research Material to others and to use it for its own purposes. The DuPont Research Material represents a significant investment on the part of DuPont and is considered proprietary to DuPont until such time as DuPont agrees to public release of such data. The EPA's investigator will therefore retain control over the DuPont Research Material and will not transfer the DuPont Research Material to other people not working on the Project without advance written approval of DuPont. DuPont reserves the right to distribute the Research Material to others and to use it for its own purposes.

7. This EPA Research Material is provided as a service to the research community. It is being supplied by EPA to DuPont with no warranties, express or implied, including any warranty of merchantability or fitness for a particular purpose. EPA makes no representations that the use of the Research Material will not infringe any patent or proprietary rights of third parties. This DuPont Research Material is provided as a service to the research community. It is being supplied by DuPont to EPA with no warranties, express or implied, including any warranty of merchantability or fitness for a particular purpose. DuPont makes no representations that the use of the DuPont Research Material will not infringe any patent or proprietary rights of third parties

8. DuPont 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 EPA Research Material, are derived from the EPA Research Material, or could not have been produced but for the use of the EPA Research Material, DuPont agrees to contact the EPA to determine what ownership interests, if any, the EPA 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. EPA 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 DuPont Research Material, are derived from the DuPont Research Material, or could not have been produced but for the use of the DuPont Research Material, EPA agrees to contact DuPont to determine what ownership interests, if any, DuPont 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

9. Will EPA develop any products or services from information or materials provided by the DuPont?

Yes – go to item A

No – skip to (next clause)

Item A: The EPA has a long history of applying principles of quality assurance/quality control to all technical work conducted by or for the Agency (see CIO 2106: USEPA Quality Policy). See Paragraph 4 above.

10. DuPont 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).

11. This Agreement shall begin on the date of its execution and continue for twelve (12) months thereafter, and shall automatically renew for successive year long periods (a) unless one party notifies the other party no sooner than thirty (30) days prior to such renewal date that it elects not to renew the Agreement, or (b) unless earlier terminated as provided in the next sentence. Upon termination, DuPont shall return to the EPA all unused portions of the Research Materials upon written request of the EPA. DuPont may retain one copy of the Confidential Information solely for the purpose of monitoring its obligations under this Agreement. Upon termination, EPA shall return to DuPont all unused portions of the DuPont Research Materials upon written request of DuPont. EPA may retain one copy of the Confidential Information solely for the purpose of monitoring its obligations under this Agreement

12. All notices pertaining to or required by this Agreement shall be in writing and shall be signed by an authorized representative and shall be sent by mail or commercial courier addressed as follows:

**EPA's Principle Investigator Contact Information**

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13. Paragraphs 2, 8, 11 and 12 shall survive termination.

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

Any false or misleading statements made, presented, or submitted to the Government, including any material omissions, under this Agreement and during the course of negotiation of this Agreement are subject to all applicable civil and criminal statutes including 31 U.S.C. ' ' 3801-3812 (civil liability), 18 U.S.C. ' 1001 (criminal liability), and 31 U.S.C. ' ' 3729-33 (False Claims Act).