

MATERIALS TRANSFER AGREEMENT

Provider:

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

Recipient:

Environmental Chemistry Laboratory
Department of Toxic Substances Control
700 Heinz Avenue, ECL-1
Berkeley, California 94710
Attn: Dr. Bruce M. LaBelle (510-540-3112)

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

Chemicals and Materials

- A list identifying selected chemicals from the ToxCast chemical library to be tested by _____ ("Recipient Investigator") at Recipient.
- A copy of the current ToxCast chemical library, or subset, consisting of chemical samples prepared as solution in dimethyl sulfoxide. Additional chemicals may be provided in the future concurrent with expansion of the ToxCast chemical library.
- Samples of nanomaterials and characterization data on said materials

Data and Summary Information

- 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 data 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 recipient after they have been prepared for use at EPA and cleared for release.

1b. The Recipient agrees to transfer to the EPA Investigator named below the following Research Material:

- All data or data summaries resulting from chemical screening performed on the ToxCast chemical library in both binary data file formats and, where necessary, in open file formats.
- Results of any data analyses that include use of provided ToxCast or ToxRef data.
- Relevant data on these chemicals from non-public sources.
- Unique chemicals for the ToxCast chemical library and subsequent testing by EPA.

2. This Research Material may not be used in human subjects. The Research Material will be used only for research purposes by Recipient 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.

3. Does the Research Material include specimens or data derived or collected from human subjects?

Yes – Go to item #3(a).

No – Skip to item #4.

4. This Research Material will be used by Recipient Investigator solely in connection with the following research project ("Research Project") described with specificity as follows:

- The material supplied in this MTA will be used in this project for the generation of chromatography and mass spectrometry data to perform mixture analysis, compound identification and analysis, and the construction of either reference datasets or databases.
- After completing the work noted above and submitting its materials under paragraph 1b above to Provider, Recipient may use any remaining ToxCast samples to confirm, develop and/or enhance staff competencies at its own laboratories without further submittals to Provider.

5. 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.

6. This Research Material represents a significant investment on the part of Provider and is considered proprietary to Provider. Recipient 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.

7. 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.

8. 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.

9. 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.

10. 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.

11. 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.

12. Will EPA develop any products or services from information or materials provided by the Recipient?

Yes – go to item A

No – skip to #13 (next clause)

13. 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 Contact Information:

Russell Thomas, Ph.D.
National Center for Computational Toxicology (NCCT)
US EPA
109 TW Alexander (MD-D143-02)
Research Triangle Park, NC 27711
Tel: 919-541-5776
Thomas.russell@epa.gov

With a copy to:

Sandra Roberts
National Center for Computational Toxicology (NCCT)
US EPA
109 TW Alexander (MD-D143-02)
Research Triangle Park, NC 27711
919-541-3850
Roberts.sandra@epa.gov

For commercial courier address use:

4930 Old Page Rd.
Durham, NC 27703

Recipient's Contact Information:

Dr. Bruce M. LaBelle
Environmental Chemistry Laboratory
Department of Toxic Substances Control
700 Heinz Avenue, ECL-1
Berkeley, California 94710
Attn: Bruce M. LaBelle (510-540-3112)

With a copy to:

Dr. Myrto Petreas or Dr. Junesoo Park
Environmental Chemistry Laboratory
Department of Toxic Substances Control
700 Heinz Avenue, ECL-1
Berkeley, California 94710
Tel: (510)540-3112