

## **MATERIALS TRANSFER AGREEMENT**

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

**Recipient Organization's Legal/Official Name:**

**The State of Oregon acting by and through the State Board of Higher Education on behalf of Oregon State University**

**1. EPA agrees to transfer to Recipient's Investigator named below the ToxCast™ Phase I and II chemical library consisting of chemical samples prepared as solutions in dimethyl sulfoxide at a concentration of 20 millimolar.**

**Recipient agrees to transfer to the EPA Investigator named below the data resulting from the chemical screening performed on the ToxCast Phase I and II chemical library.**

**2. EPA's 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. Recipient agrees to comply with all Federal rules and regulations applicable to the Research Project and the handling of the Research Material.**

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

4. The EPA Research Material will be used by Recipient's investigator solely in connection with the following research projects described with specificity as follows: EPA will provide Oregon State University (OSU) the ToxCast Phase I and II chemical library. Oregon State University will test the chemicals in its zebrafish development model and provide EPA the testing results.

5. In all oral presentations or written publications concerning the Research Project, Recipient will acknowledge EPA's contribution of this Research Material, if used, unless requested otherwise. To the extent permitted by law, Recipient agrees to treat as confidential, any of EPA's written information about this Research Material that is stamped "CONFIDENTIAL." 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 EPA to Recipient 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 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 EPA has given Confidential information to Recipient, 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.
6. The Recipient will provide to the EPA all Testing Results obtained by the Recipient using the Research Material. EPA acknowledges that Recipient owns all Testing Results and Recipient acknowledges that the EPA will make such Testing Results freely available to the public upon review and approval by the Recipient.
7. The testing Results being provided back to EPA do not include specimens or data derived or collected from human subjects.
8. This Research Material represents a significant investment on the part of EPA and is considered proprietary to EPA. 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 EPA. EPA 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 EPA or disposed, if directed by EPA.

9. 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. EPA makes no representations that the use of the Research Material will not infringe any patent or proprietary rights of third parties.

10. 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 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.

11. 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 against all liabilities, demands, damages, expenses and losses arising out of Recipient's use of the Research Material in the Research Project.

12. When EPA receives Testing Results in accordance with Section 4 and 8, from the partner, the partner will not be liable to EPA for any claims or damages arising from EPA's use of the Testing Results.

13. 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. The EPA 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 EPA all unused portions of the Research Materials upon written request of the EPA. Recipient may retain one copy of the Confidential Information solely for the purpose of monitoring its obligations under this Agreement.

14. 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 Contact Information**

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