

MATERIALS TRANSFER AGREEMENT

between

U.S. Environmental Protection Agency (EPA) through its
Office of Research and Development (ORD) through its
National Center for Computational Toxicology (NCCT) at
109 T.W. Alexander Drive, Durham, NC 27709, United States of America
(hereinafter referred to as "EPA")

and

BASF SE
Carl-Bosch-Str. 38, 67056 Ludwigshafen, Germany
(hereinafter referred to as "BASF" or "Recipient")

hereinafter individually or collectively referred to as "Party" and "Parties", respectively;

1. The Parties will mutually agree upon the number and the specific chemicals to be tested by Recipient. Recipient agrees to inform the EPA about the data resulting from the screening performed on the mutually agreed upon chemicals.
2. Recipient agrees to comply with all Federal rules and regulations applicable to the Research Project (hereinafter referred to as "Research Project") as defined in Paragraph 3.
3. The Recipient will test the mutually agreed upon chemicals in its YES/YAS yeast assays and inform EPA about the testing results (hereinafter referred to as "Results"). EPA and

BASF will then partner to compare ToxCast data to YES/YAS yeast assays, compare results from steroidogenic assays, and compare literature reviews.

4. In all oral presentations or written publications concerning the Research Project, each Party will acknowledge the contributions of the other Party, specifically Recipient will acknowledge EPA's contributions (hereinafter referred to as "EPA's contributions"), if used, unless requested otherwise.

To the extent permitted by law, Recipient agrees to treat as confidential, any of EPA's written information about EPA's contributions that is stamped "CONFIDENTIAL" and EPA agrees to treat as confidential, any of Recipient's written information about or in connection with the Results that are stamped "CONFIDENTIAL". The foregoing shall not apply to information that is or becomes publicly available or which is disclosed to the receiving Party without a confidentiality obligation or which has been developed independently without use or reference of the Confidential Information of the disclosing Party. Any oral disclosures from the disclosing Party to the receiving Party which the disclosing Party wishes to be treated as confidential shall be identified as being "CONFIDENTIAL" at the time of the disclosure and by written notice delivered to the receiving Party within thirty (30) days after the date of the oral disclosure. Each Party may publish or otherwise publicly disclose the results of the Research Project, but if a Party has given Confidential information to the other Party, such public disclosure may be made only after the disclosing Party 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.

5. The Recipient will provide to the EPA all Results obtained by the Recipient using EPA's contributions. EPA acknowledges that Recipient owns all Results and Recipient acknowledges that the EPA will make such Results freely available to the public upon review and approval by the Recipient.
6. The Results being provided back to EPA do not include specimens or data derived or collected from human subjects.

7. Any of EPA's contributions represent a significant investment on the part of EPA and is considered proprietary to EPA. Recipient therefore agrees to retain control over EPA's contributions and further agrees not to transfer the EPA's contributions to other people not under its direct supervision without advance written approval of EPA. EPA reserves the right to distribute the EPA's contributions to others and to use it for its own purposes. When the Research Project is completed, the not used part of the EPA's contributions will be returned to the EPA or disposed, if requested so by EPA.
8. EPA's contributions are 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 EPA's contributions will not infringe any patent or proprietary rights of third parties. The Results will be supplied to EPA with no warranties, express or implied, including any warranty of merchantability or fitness for a particular purpose. Recipient makes no representations that the use of the Results will not infringe any patent or proprietary rights of third parties.
9. 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 EPA's contributions, are derived from the EPA's contributions, or could not have been produced but for the use of the EPA's contributions, 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 inventions mentioned in the preceding sentence shall be determined according to United States patent law.
10. In case the EPA wishes to develop any products or services from Results provided by the Recipient, and given, the EPA is receiving Results and will use the Results for purposes of the EPA, the Recipient will carry out the testing within the scope of this Agreement according to "Good Laboratory Practice".

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 EPA 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 EPA's contributions in the Research Project.
12. When EPA receives Results within the scope of the Research Project according to this Agreement, from the Recipient, the Recipient will not be liable to EPA for any claims or damages arising from EPA's use of the Results.
13. This Agreement shall become effective on September 30, 2011 and (a) continue for thirty six (36) months thereafter, or (b) terminate one (month) after the completion of the Research Project according to this Agreement, whichever occurs first. Each Party shall have the right to terminate this Agreement at any time if the other Party breaches any of the terms of this Agreement. Upon termination, Recipient shall return to the EPA all unused portions of EPA's contributions upon written request of the EPA. Upon written request of the other Party each Party shall destroy all Confidential information received from the other Party, except automatically created electronic back-up copies; however, the receiving Party may retain also one copy of the Confidential information received from the other Party solely for the purpose of monitoring its obligations under this Agreement or as otherwise required to comply with law.
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

John Southerland
National Center for Computational Toxicology (NCCT)
US EPA (MD-B-205-01)
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Recipient's Contact Information

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15. Paragraph 5 shall survive the termination of this Agreement for five (5) years and Paragraphs 6, 8, 10 to 13 shall survive termination.
16. The undersigned EPA and Recipient expressly certify and affirm that the contents of any statements made herein are truthful and accurate.