

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:
Danisco A/S

1. EPA agrees to transfer to Recipient's designee or investigator ("Investigator") named below the following 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 the recipient after they have been prepared for use at the EPA and cleared for release to the Recipient.

Danisco agrees to transfer to EPA's Investigator named below the following Research Material:

Grindstead(R) Soft-N-Safe product

2. Danisco's Research Material will be used only for research purposes by EPA's investigator in the EPA laboratory, for the research project described below, under suitable containment conditions. Danisco shall treat the EPA Research Material received hereunder in accordance with the terms of this Agreement.
3. The EPA Research Material does not include specimens or data derived or collected from human subjects.
4. The Danisco Research Material will be used by EPA solely in connection with the following research projects described with specificity as follows:
EPA's NCCT will include the product listed above in Phase II of the ToxCast screening project.

Danisco shall be entitled to receive the results, described as part of EPA's Research Material above, from EPA's ToxCast screening before it is publically available and shall

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be permitted to use and publish such Research Material as set forth herein. EPA will include the resulting data in the public release of ToxCast Phase II, scheduled for May 2012. It is acknowledged that Danisco has no obligations in connection with EPA's Research Project except as specifically set forth herein.

5. The EPA Research Material is being provided to Danisco under this agreement prior to public open release. To the extent permitted by law, the Recipient agrees to treat the Research Material confidential. This obligation concerning confidentiality for a given set of ToxCast Data will cease upon public release of these given data set by EPA. In addition, to the extent any results of the Research Project have not been published by EPA, Recipient may publish or otherwise publicly disclose the results of the Research Project received as part of the EPA Research Material hereunder, but only after EPA has had thirty (30) days to review the proposed disclosure to determine if it includes Confidential information, to the extent such review period is permitted by law. In the absence of EPA's objection with the thirty days, Recipient shall be permitted to proceed to publish such information.

6. In all oral presentations or written publications concerning the Research Project, Recipient will acknowledge EPA's contribution of this Research Material, if used by Recipient with EPA's consent, unless requested otherwise in writing by EPA.

7. Are Testing Results being provided back to EPA that include specimens or data derived or collected from human subjects?

Yes

No - Skip to item #9.

Does not apply- skip to item #9

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

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

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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. Recipient may retain one copy of the Confidential Information solely for the purpose of monitoring its obligations under this Agreement. [Note: Recipient is only receiving data/information]

15. 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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US EPA (MD-B-205-01)
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