EPA-Agilent 1295-20

MATERIALS TRANSFER AGREEMENT

Provider: U.S. EPA Center for Computational Toxicology & Exposure (CCTE)
Provider Contact (not signator)
Name: Elin Ulrich
Address: 109 TW Alexander Drive, Research Triangle Park, NC 27709
Phone: 919-541-3717
Email: ulrich.elin@epa.gov

Recipient: Agilent Technologies, Inc.
Recipient Contact (not signator)
Name: Andrew Mceachran
Address: 5301 Stevens Creek Boulevard
Santa Clara, CA 95051
Phone: 408-553-6281
Email: andrew.mceachran@agilent.com

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1. Provider agrees to transfer to Recipient the following Research Material:

> Per- and Polyfluoroalkyl Substances (PFAS). The list of PFAS chemicals is provided in a separate file.

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

EPA ONLY: If the data or material that are being transferred constitute human subjects research, please visit the following intranet site to determine if your project needs review and approval by the HSRRO: http://intranet.ord.epa.gov/p2/hsr/human-subjects-review

> ☑ There is no Human Subjects material being used in this research.
>
> ☐ Research Plan reviewed and approval by HSRRO:
> Name _____ Date __/__/____

3. If the data or material that are being transferred involve life sciences research, or more specifically any of the select agents or toxins listed and/or the definitions provided in EPA Order 1000.19 *Policy and Procedures for Managing Dual Use Research of Concern*, then Principal Investigators should consult EPA's Institutional Contact for Dual Use Research of Concern

(ICDUR) at DURC@epa.gov before completing the following section. If not, then check the first box below.

☑ This research does not meet any of the definitions of Dual Use Research of Concern (DURC) and no additional review or oversight are required. The PI must report to the ICDUR any results or changes in the research that meet any of the definitions of DURC.

☐ This research meets one or more definitions of DURC and requires additional oversight under the *USG Policy for Institutional Oversight of DURC*. The parties to this Agreement are required to comply with EPA Order 1000.19, *Policy and Procedures for Managing Dual Use Research of Concern.*

For information about DURC and EPA Order 1000.19, please visit:
http://intranet.ord.epa.gov/homeland-security/dual-use-research-concern-durc-policies

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

- The materials will be used for the generation of mass spectrometry data to perform compound identification and analysis.
- A copy of the experimental data will be made available to CCTE in Agilent binary file format for the purpose of internal hosting and analysis for a period of three years, after which the data may be source de-identified, bundled with similar data, and made public by EPA. A copy of the experimental data will be made available to CCTE in Agilent binary file format for the purpose of internal hosting and analysis.

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. Recipient agrees to protect information claimed as confidential business information from unauthorized disclosure to the extent permitted by law and consistent with EPA's regulations under 40 C.F.R. Part 2, Subpart B. In asserting a claim for protection, the Provider must mark its written information as "CLAIMED AS CONFIDENTIAL BUSINESS INFORMATION." Documents that are marked as "CLAIMED AS CONFIDENTIAL BUSINESS INFORMATION" represent that the Provider is asserting a confidentiality claim for a period of three (3) years. 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 containing information that Provider wishes to assert as confidential business information shall be identified as such at the time of the disclosure and by written notice, marked in the manner stated above, 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'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 the direct supervision of the investigator without advance written approval of Provider. However, Recipient may disclose Provider's Research Material to its and its affiliates' employees, representatives, directors, and officers. 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. RECIPIENT MAKES NO AND DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, ARISING FROM OR IN RELATION TO THE COPY OF THE EXPERIMENTAL DATA IN AGILENT BINARY FILE FORMAT THAT WILL BE MADE AVAILABLE TO CCTE AS DESCRIBED IN PARAGRAPH 4 OF THIS AGREEMENT.

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, Recipient agrees to contact the Provider to determine what ownership interests, if any, the Provider may have to the extent of the Research Material, 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?

__X__ Yes – go to item A

____ No – skip to #13 (next clause)

Item A: The EPA laboratory must coordinate on matters related to Quality Assurance with their QA Specialist.

__X__ If necessary, the Laboratory will develop/has developed a Quality Assurance Plan in coordination with the Quality Assurance Specialist.

_____ No QA requirements are needed.

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
U.S. EPA Center for Computational Toxicology & Exposure (CCTE)
109 T.W. Alexander (MD-D143-02)
Research Triangle Park, NC 27711
919.541.5776
thomas.russell@epa.gov

With a copy to:
Patrice Borsz
U.S. EPA Center for Computational Toxicology& Exposure (CCTE)
109 T.W. Alexander (MD-D143-02)
Research Triangle Park, NC 27711
919.541.5233
borsz.patrice@epa.gov

For commercial courier address use:
4930 Old Page Road
Durham, NC 27703

AND

Kathleen Graham
EPA FTTA Program Coordinator
graham.kathleen@epa.gov

EPA-Agilent 1295-20

303.312.6137
FTTA@epa.gov

Recipient's Contact Information:

Agilent Technologies, Inc.
5301 Stevens Creek Boulevard
Santa Clara, CA 95051
Attention: Commercial Legal

14. Paragraphs 2, 4, 5, 7, 9, and 10 shall survive termination.

15. This Agreement shall be construed in accordance with law as applied by the Federal courts in the District of Columbia.

16. The undersigned Provider and Recipient expressly certify and affirm that the contents of any statements made herein are truthful and accurate.

17. This agreement shall enter into force as of the date of the last signature of the parties and shall remain in effect for one (1) year from said date.

Authorized Representative of Institution SIGNATURES

FOR THE RECIPIENT

By: [redacted]

FOR THE PROVIDER

[redacted]