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, MD-D205-05, RTP, NC 27711
Phone: 919-541-3717
Email: ulrich.elin@epa.gov

Recipient: Icahn School of Medicine at Mount Sinai
Recipient Contact (not signator)
Name: Douglas Walker
Address: 1428 Madison Ave, New York, NY 10029
Phone: 212-241-9891
Email: douglas.walker@mssm.edu

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

Per- and Polyfluoroalkyl Substances (PFAS) Standard Library. 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 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.

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 per- and polyfluoroalkyl substances (PFAS) library will be analyzed using liquid chromatography with high-resolution mass spectrometry (LC-HRMS) and gas chromatography with high-resolution mass spectrometry (GC-HRMS) systems located at the Frank R. Lautenberg Environmental Health Laboratory at Mount Sinai. Samples will be treated with acetonitrile or ethyl acetate prior to analysis by HRMS. Each standard will be used to generate accurate mass m/z, retention time, isotope distributions and MSMS spectra. The resulting library will be shared with the Provider and used by both parties to assess 1) standard quantity; 2) presence of impurities; 3) optimum conditions for detection; 4) detection sensitivity. Mass spectral results from this library will be uploaded to publicly available databases for use by the research community.

5. Recipient may publish or otherwise publicly disclose the results of the Research Project. In all oral presentations or written publications concerning the Research Project, Recipient will acknowledge Provider's contribution of this Research Material unless requested otherwise.

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 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 rights, title and interest in and to any results, invention or other intellectual property made by its faculty, staff, employees, agents, or students in the course of the Research Project. However, if said invention contains 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 in said invention 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 for all liabilities, demands, damages, expenses, and losses arising out of Recipient's use for any purpose of the Research Material.

10. Either Party shall have the right to terminate this Agreement at any time if a Party breaches any of the terms of this Agreement. Upon termination, Recipient shall return to the Provider all unused portions of the Research Materials.

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

____ Yes – go to item A

__X__ No – skip to #12 (next clause)

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

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

_____ No QA requirements are needed.

12. 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.
Director, Center for Computational Toxicology & Exposure
109 T.W. Alexander (MD-D143-02)
Research Triangle Park, NC 27711
919.541.5776
thomas.russell@epa.gov

With a copy to:
Kathleen Graham
FTTA Program Coordinator
graham.kathleen@epa.gov
(303) 312-6137
FTTA@epa.gov

Recipient's Contact Information:

If to Mount Sinai:
Icahn School of Medicine at Mount Sinai
Mount Sinai Innovation Partners
One Gustave L. Levy Place, Box 1675
New York, NY 10029
Attention: Executive Vice President

With a copy for legal notices only to:
Icahn School of Medicine at Mount Sinai
One Gustave L. Levy Place, Box 1099
New York, NY 10029
Attention: Office of General Counsel

13. Paragraphs 2, 5, 7, 8, and 9 shall survive termination.

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

15. This agreement shall enter into force as of the date of the last signature of the parties and shall remain in effect for two years from said date.

Authorized Representative of Institution SIGNATURES

FOR THE RECIPIENT

Principal Investigator:

DocuSigned by:

By: _____ Date [redacted]

Douglas Walker
Recipient Scientist
douglas.walker@mssm.edu

Authorized Representative of Institution:

DocuSigned by:

By: _____ Date _____

Sybil Lombillo
Managing Director, Mount Sinai Innovation Partners
sybil.lombillo@mssm.edu

FOR THE PROVIDER

By: _____ Date _____

Russell Thomas
Director, Center for Computational Toxicology & Exposure
thomas.russell@epa.gov