

MATERIALS TRANSFER AGREEMENT

Provider: U.S. EPA Center for Computational Toxicology & Exposure (CCTE)

Name: Elin Ulrich
Address: 109 TW Alexander Drive, Research Triangle Park, NC 27703
Phone: 919-541-3717
Email: ulrich.elin@epa.gov

Recipient: National Institute of Standards and Technology (NIST)

Name: Benjamin Place
Address: 100 Bureau Dr., Mail Stop 8392, Bldg 227, Rm A141, Gaithersburg, MD 20899
Phone: 301-975-3941
Email: benjamin.place@nist.gov

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

Per- and Polyfluoroalkyl Substances (PFAS) standards. The list of PFAS chemicals is provided in a separate file attached hereto as Attachment 1.

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: Recipient will analyze the Research Material and generate mass spectrometry (MS) fragmentation data for the development of a database of MS data for the PFAS research community.

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.

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 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 Provider to determine what ownership interests, if any, the Provider may have. Inventorship for a patent

application or a commercialized product based on said inventions shall be determined according to United States patent law.

9. 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.

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

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.

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

No QA requirements are needed.

11. All notices pertaining to or required by this Agreement shall be in writing sent to:

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:
Samantha Plishka
U.S. EPA Center for Computational Toxicology and Exposure (CCTE)
109 T.W. Alexander (MD-B-205-01)
Research Triangle Park, NC 27711
919-541-2657
plishka.samantha@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
303.312.6137
FTTA@epa.gov

Recipient's Contact Information:

NIST Technology Partnerships Office
100 Bureau Drive, Gaithersburg, MD 20899-2200
ipp@nist.gov

12. Paragraphs 2,7 and 8 shall survive termination.

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

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 one (1) year from said date.

Authorized Representative of Institution SIGNATURES

FOR THE RECIPIENT

By:  _____ Date  1
Jeffrey DiVietro
(A) Director, Technology Partnerships Office
courtney.silverthorn@nist.gov

FOR THE PROVIDER

By:  _____ Date _____
Russell Thomas
Director, EPA/ORD/CCTE
thomas.russell@epa.gov