

**COOPERATIVE RESEARCH AND DEVELOPMENT AGREEMENT
WITH THE
UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
AND THE
RESEARCH INSTITUTE FOR FRAGRANCE MATERIALS, INC.**

This Cooperative Research and Development Agreement ("CRADA" or "Agreement") is entered into by and between Research Institute for Fragrance Materials, Inc. which has its principal place of business at 50 Tice Blvd, Woodcliff Lake, New Jersey 07677 ("the Cooperator"), and the Center for Computational Toxicology and Exposure ("CCTE" or the "Center") of the U.S. Environmental Protection Agency ("EPA") under the authority of Title 15, United States Code " 3710a-3710d (commonly known as the Federal Technology Transfer Act of 1986).

WITNESSETH:

A. WHEREAS, the Congress, in enacting the Federal Technology Transfer Act of 1986 (the "FTTA"), has found that Federal laboratories' developments should be made accessible to private industry, state and local governments, and has declared that one of the purposes of such Act is to improve the economic, environmental and social well-being of the United States by stimulating the utilization of Federally-funded technology developments by such parties;

B. WHEREAS, the FTFA provides each Federal agency with the authority to permit the Directors of Government-operated laboratories to enter into cooperative research and development agreements with Federal or non-Federal entities, including private firms and organizations for the purpose of providing to, or obtaining from, collaborating parties, personnel, services, property, facilities, equipment, intellectual property or other resources toward the conduct of specified research and development efforts, which may include the disposition of patent or other intellectual property rights in the inventions resulting from such collaboration;

C. WHEREAS, the Laboratory has performed and has sponsored substantial research and development with respect to high throughput *in vitro* assays, chemical substance registration databases and cheminformatic approaches to data collection such as data-driven Generalized Read-Across (GenRA) and Thresholds of Toxicological Concern (TTC) applications;

D. WHEREAS, the Center possesses certain advanced scientific skills, facilities, special equipment, information, computer software, and know-how pertaining to the performance of high throughput *in vitro* assays, the development and use of chemical substance registration databases and the development and use of cheminformatic approaches to data

collection such as data-driven read-across (GenRA) and TTC of airborne materials, and presentation of the results in a risk assessment format for use by private and public entities;

E. WHEREAS, the Cooperator possesses certain expertise, related to inhalation toxicology as well as the development and use of cheminformatic approaches;

F. WHEREAS, the Center and the Cooperator are interested in the further research and development of a harmonized inhalation repeated-dose study database to support the derivation of new TTC values of airborne materials and its utilization by private and public entities;

G. WHEREAS, the Cooperator desires to provide resources for the Center's development and evaluation of the harmonized inhalation repeated-dose study database to support the derivation of new TTC values of airborne materials; and

H. WHEREAS, the Center views its collaboration with the Cooperator to develop and evaluate the harmonized inhalation repeated-dose study database to support the derivation of new TTC values of airborne materials to be in the furtherance of the public interest.

NOW, THEREFORE, the parties hereto agree as follows:

Article 1. Definitions

As used in this CRADA, the following terms shall have the following meanings and such meanings should be equally applicable to both the singular and plural forms of the terms defined:

1.1 "CRADA" or "Agreement" means this Cooperative Research and Development Agreement entered into by the Center pursuant to 15 U.S.C. ' 3710a.

1.2 "Computer Software" means computer software, computer programs, computer data bases, and documentation thereof developed, in whole or in part, under this Agreement.

1.3 "Government" means the Government of the United States of America.

1.4 "Invention" means any invention or discovery which is or may be patentable or otherwise protectable under the intellectual property laws of this or any foreign country.

1.5 "Made" in relation to any Invention means the conception or first actual reduction to practice of such Invention.

1.6 "Proprietary Information" means information which embodies trade secrets developed at private expense, or which is confidential scientific, business or financial information, provided that such information:

- (a) Is not generally known or available from other sources without obligation concerning its confidentiality;
- (b) Has not been made available by the owners to others without obligation concerning its confidentiality; and
- (c) Is not already available to the Government without obligation concerning its confidentiality.

1.7 "Subject Data" means all recorded information first produced in the performance of this Agreement. This term includes Computer Software.

1.8 "Subject Invention" means any Invention conceived or first actually reduced to practice in the performance of work under this Agreement.

1.9 "Technology" means cheminformatic approaches to data collection in the development of a harmonized inhalation database of repeated-dose study results in the facilitation of new TTC values of airborne materials.

1.10 "Works" means any Computer Software or subject matter that is copyrightable.

Article 2. Cooperative Research

2.1 Statement of Work. Cooperative research and development work performed under this Agreement shall be performed in accordance with the Statement of Work ("SOW") attached hereto as Attachment A. The SOW sets forth a "period of performance." The Center and the Cooperator agree to perform the cooperative research and development work and to utilize such personnel, resources, facilities, equipment, skills, know-how and information as is reasonably necessary.

2.2 Review of Work. Periodic conferences shall be held between Center and Cooperator personnel for the purpose of reviewing the progress of the work to be accomplished under this Agreement. The Center shall have exclusive control and supervision over the conduct of all cooperative research and development work conducted at the Center facilities. The Cooperator shall have exclusive control and supervision over the conduct of all cooperative research and development work conducted at Cooperator facilities. It is understood that the

nature of this cooperative research and development work is such that completion within the period of performance specified in the SOW or within the limits of financial support allocated, cannot necessarily be guaranteed. Accordingly, it is agreed that all cooperative research is to be performed on a best efforts basis.

2.3 Assigned Personnel. Each party to this Agreement shall perform its respective obligations under this Agreement under the direction of a "Project Manager" and a "Principal Investigator." Project Managers shall be responsible for the overall direction of the work, establishing budgets and providing such approvals and consents as are required hereunder. Principal Investigators shall be responsible for the scientific and technical conduct of the work, including the exchange of Subject Data and other information. The parties designate the following individuals as their respective representatives:

Center	Cooperator	
Project Manager	Samantha Plishka	Anne Marie Api (Strategic Lead)
Principal Investigator	Grace Patlewicz	Nikaeta Sadekar (Project Lead)

2.4 Scope Change. If at any time the Project Managers determine that the research data justify a substantial change in the direction of the work, the parties shall make a good faith effort to agree on any necessary changes to the SOW.

Article 3. Reports

3.1 Final Report. The Cooperator shall submit a final report to the Center of the Cooperator's results within 120 calendar days after (a) completing the SOW or (b) the termination of this Agreement. This final report will document the criteria and highlight the guidelines followed to evaluate the studies for effects and effect level identification to support the final harmonized inhalation database of repeated-dose study results.

Article 4. Financial Obligations

4.1 Transfer of Funds. The Parties agree that the Cooperator will not provide funds under this Agreement.

Article 5. Invention, Computer Software, and Patent Rights

5.1 Reporting. The Center shall promptly report to the Cooperator each Subject Invention reported to the Center by its employees. The Cooperator shall promptly report to the Center each Subject Invention reported to the Cooperator by any of its employees.

5.2 Government's Minimum Rights. All assignments made by the Center under this Article 5 and all licenses granted by the Center to the Cooperator are subject to the reservation of statutorily required licenses in favor of the Government as described in this paragraph 5.2. In

accordance with 15 U.S.C. " 3710a(b)(2) and (b)(3)(D), the Cooperator grants to the Center a nonexclusive, nontransferable, irrevocable, paid-up license to practice all Cooperator Subject Inventions or have all Cooperator Subject Inventions practiced throughout the world on behalf of the Government. Also in accordance with 15 U.S.C. ' 3710a(b)(1) the Center retains a nonexclusive, nontransferable, irrevocable, paid-up license to practice all the Center and joint Subject Inventions or have the Center and joint Subject Inventions practiced, throughout the world by or on behalf of the Government.

5.3 Cooperator Employee Inventions. The Cooperator shall obtain from each of its employees and each of the employees of its subcontractors who will, or is likely to perform work under this Agreement, an agreement to assign to the Cooperator his or her rights to Subject Inventions. Regardless of whether such a prospective agreement has been obtained, the Cooperator shall obtain from any of its employees or its subcontractor's employees that is a sole inventor or a co-inventor of a Subject Invention, an assignment of all domestic and foreign right, title and interest in said Subject Invention. The Cooperator shall retain its intellectual property rights to any Subject Invention made by Cooperator employees or the employees of the Cooperator's subcontractor. If the Cooperator decides to not retain its rights, the Cooperator shall offer to assign its rights to the Subject Invention to the Center, subject to a paid-up license to practice the assigned Subject Invention throughout the world. If the Center declines such assignment, the Cooperator may release its right to employee inventors, subject to the reservation of patent licenses in favor of the Government as required in paragraph 5.2 above.

5.4 Center Employee Inventions. The Center shall obtain from each of its employees that is a sole inventor or a co-inventor of a Subject Invention an assignment to the Government, as represented by the Administrator of EPA, of all domestic and foreign right, title and interest in said Subject Invention. If the Center decides not to retain its rights to a Subject Invention, the Center shall offer to assign its rights to the Subject Invention to the Cooperator, subject to the reservation of patent licenses in favor of the Government as required in paragraph 5.2 above. If the Cooperator declines such assignment, the Center may release its rights to its employee inventors.

5.5 Inventions by the Center's Contractors. The Cooperator agrees that the Center may contract with a contractor to perform all or part of the work required under the SOW. The Center shall, in any new contract or work assignment supporting the Agreement, include alternate paragraph (b) in the basic patent rights clause at 37 C.F.R. 401.14(c), under which the Center may require the contractor to negotiate a license with the Cooperator for rights to the subject invention. If EPA obtains an assignment of rights to a subject invention developed by a contractor during the performance of a contract for work supporting the Agreement, the EPA shall grant the Cooperator a license in accordance with Section 5.10.1 of this Agreement.

In the case of a Center contract or work assignment awarded prior to the effective date of this Agreement, which contains one or more provisions that prevent acquisition of a license or title to Subject Inventions by the Cooperator, Center or EPA, the Center and EPA agree that they will exert a good faith effort to amend the contract or work assignment in a way consistent with the preceding paragraph; provided however, that if the Center or EPA should fail to bring about the necessary amendment or assignment of rights, the Center and EPA shall not be liable for a

breach of this Agreement, nor shall such failure be a basis for termination of this Agreement by the Cooperator.

5.6 Filing of Patent Applications. The party retaining title to a Subject Invention shall file patent applications in a timely manner; the Cooperator shall be responsible for filing patent applications for joint Subject Inventions between the Cooperator and the Center in a timely manner. The filing party may elect not to file a patent application in any particular country or countries provided it so advises the other party ninety (90) calendar days prior to the expiration of any applicable filing deadline, priority period, or statutory bar date. The party electing not to file shall assign its intellectual property right, title, and interest in such country or countries to the Subject Invention to the other party and shall cooperate in the preparation and filing of patent applications, provided the other party agrees to file a patent application in such country or countries. Any license or assignment by the Government to the Cooperator shall be subject to reservation of patent licenses in favor of the Government as required in paragraph 5.2. Any license or assignment by the Cooperator to the Government shall be subject to reservation of a paid-up license in favor of the Cooperator to practice the assigned Subject Invention throughout the world.

5.7 Patent Expenses. All of the expenses attendant to the filing of patent applications shall promptly be paid by the party filing such application. Any post filing and post patent fees shall also be borne by the same party. If the Cooperator obtains an exclusive license of the Government's interest in a patent or patent application filed by the Center, the Cooperator shall reimburse the Center for all such patent filing, post filing and post patent expenses paid by the Center. If the Cooperator obtains a nonexclusive license of the Government's interest in a patent or patent application filed by the Center, the Cooperator shall reimburse the Center for one-half of all such filing and other patent expenses.

5.8 Prosecution of Patent Applications. Each party to this Agreement shall promptly provide the other party with copies of any patent application it files on any Subject Invention, and a copy of each action received from a patent office and each item of correspondence with a patent office. The parties agree to consult and cooperate with each other in obtaining and maintaining protection for Subject Inventions. In addition, on request, each party that has filed a patent application shall issue to the other party a "Power to Inspect and Make Copies" in any patent office of any identified patent application.

5.9 Cooperator and Center Employee Rights. In the event that the Cooperator and the Center decide that a patent application on a particular Subject Invention need not be filed in a particular country, either or both (if there are co-inventors from each party) may, at their sole discretion and subject to reasonable conditions, allow the inventor(s) to retain title to that Invention and release to them the right to file. Such conditions shall include nonexclusive, irrevocable, paid-up licenses to the Cooperator and the Government to practice, or have practiced, that Subject Invention throughout the world. Said licenses shall be evidenced by a confirmatory license in a form acceptable to the Cooperator and the Government.

5.10 Exclusive License

5.10.1 Grant. The Center, on behalf of the Government, hereby grants to the Cooperator a first option to an exclusive license of the Government's interest in each Subject Invention and in any resulting patents issued on such Subject Invention. This option may be exercised not later than six (6) months following the filing of a patent application on the Subject Invention in the U.S. Patent and Trademark Office pursuant to paragraph 5.6, above.

5.10.2 Exclusive License Agreement. Upon notice received by the Center from the Cooperator that it wishes to exercise the option referred to in paragraph 5.10.1 above, the terms of the exclusive license will be negotiated promptly by the Center and the Cooperator. Any exclusive license will be subject to the reservation by the Government of a non-exclusive, irrevocable, paid-up license to practice or have practiced on its behalf the Subject Invention throughout the world.

5.11 Computer Software and Copyrightable Works

5.11.1 Reporting. The Center shall promptly report to the Cooperator any Computer Software or subject matter that is copyrightable ("Works") created by its employees and, to the extent it has the right to do so, Works made by any of its contractors. The Cooperator shall promptly report to the Center any Works created by any of its employees or contractors.

On request from the Center, the Cooperator shall deliver to the Center a copy of such Works in a form mutually agreed to by the Center and the Cooperator.

5.11.2 Center Employee Developed Works. In view of the provisions of 17 U.S.C. ' 105, any Works developed solely by one or more employees of the U.S. Government, as part of their official duties, can not be protected by copyright in the U.S.

5.11.3 Cooperator Developed Works. In the case of Works developed solely by (an) employee(s) of the Cooperator, the Cooperator shall advise the Center, within six (6) months of reporting such Works, pursuant to paragraph 5.11.1 above, whether it wishes to retain title thereto.

If the Cooperator elects to not retain title to its Works, on written request from the Center, it will assign its rights, including any copyright, to the Center. The Center shall provide the Cooperator with an appropriate document for the conveyance of such rights.

If the Cooperator elects to retain title to its Works, it may assert copyright thereto and/or patent rights, if applicable. If the Cooperator asserts copyright to said Works, it hereby grants to the U.S. Government and others acting on its behalf a nonexclusive, irrevocable, paid-up worldwide license in such copyrighted Works to use, reproduce, distribute, prepare derivative works, perform publicly and display publicly the Work.

5.11.4 Center and Cooperator Jointly Developed Works. If the Cooperator wishes to retain ownership of its copyright interest in the Works, and wishes to rely on copyright

protection, it may do so, subject to the Government license in 5.11.3 above, and subject to the provisions of Title 17, U.S. Code, Section 105.

5.11.5 Patenting of Computer Software. In the event the Cooperator seeks patent protection for Computer Software developed either solely by its employees or jointly with Center employees, the foregoing provisions applicable to Subject Inventions shall also apply to such Computer Software.

5.11.6 Patent and Copyright Protection for Computer Software. If the Cooperator seeks both patent protection and copyright protection, the rights of the Government shall be those applicable to Subject Inventions and Copyrightable Subject Matter.

5.11.7 Works Produced by Center Contractors or EPA Contractors. The Center, to the extent permitted by law and/or the Federal Acquisition Regulations at Title 48, C.F.R., shall include FAR clause 52.227-17 in any contract awarded after the effective date of this Agreement, which provides that any rights to copyrights for data first produced under the contract may be assigned to EPA by the contractor. If EPA obtains such rights to Computer Software developed by the contractor while performing work designated by the Center as work under this Agreement, the Center agrees that it will provide the Cooperator a non-exclusive, irrevocable, paid-up worldwide license to the copyrighted work, including the right to reproduce, distribute, prepare derivative works, perform publicly and display publicly the Work.

In the case of a Center contract awarded prior to the effective date of this Agreement, which contains one or more provisions that prevent acquisition of title to computer software by the Center or EPA, the Center and EPA agree that they will exert a good faith effort to amend the contract in such a way as to obtain an assignment of the copyright; provided however, that if the Center or EPA should fail to bring about the necessary amendment, the Center and EPA shall not be liable for a breach of this Agreement, nor shall such failure be a basis for termination of this Agreement by the Cooperator.

Article 6. Data and Publication

6.1 Proprietary Information. The Cooperator shall place a proprietary notice on all information it delivers to the Center under this Agreement which it asserts is Proprietary Information of the Cooperator. The Center agrees that: 1) any information designated as Proprietary Information which is furnished by the Cooperator to the Center under this Agreement; 2) any information obtained by either party during the performance of this CRADA that would be claimed as Proprietary Information had it been submitted by the Cooperator; or 3) any information furnished by the Cooperator in contemplation of this Agreement; shall be treated as Proprietary Information and will be used by the Center only for the purpose of carrying out this Agreement or for Government purposes. Information designated as Proprietary Information shall not be disclosed, copied, reproduced or otherwise made available in any form whatsoever to any other person, firm, corporation, partnership, association or other entity without consent of the Cooperator except as such information may be subject to disclosure under the Freedom of Information Act (5 U.S.C. ' 552), and EPA's regulations at 40 C.F.R.

Part 2, or as required to be disclosed by other statutes. The Center agrees to use its best efforts to protect the information designated as Proprietary Information from unauthorized disclosure. The Cooperator agrees that the Center is not liable for the disclosure of Proprietary Information which, after notice to and consultation with the Cooperator, EPA determines may not lawfully be withheld or which a court of competent jurisdiction requires to be disclosed. If no claim of confidentiality accompanies information at the time of submittal and a reasonable person would not have reason to believe such information was proprietary or of a confidential nature, then the information may be made public with no further notice to the Cooperator.

6.2 Release Restrictions. The Center shall have the right to use all Subject Data for any Governmental purpose; provided, however, that the Center shall not release such Subject Data publicly or provide such Subject Data to any Government regulatory body or agency other than the EPA except:

- (a) the Center in reporting the results of cooperative research may publish Subject Data, subject to the provisions of paragraph 6.3 below, and provided the Cooperator is given 45 days to review the manuscript and provide suggestions before publication; and
- (b) the Center may release such Subject Data where such release is required pursuant to a request under the Freedom of Information Act (5 U.S.C. ' 552) and the EPA regulations at 40 C.F.R. Part 2 or as required to be disclosed by other statutes.
- (c) The Cooperator agrees to not release any Subject Data without obtaining prior written consent from the Center.
- (d) Pursuant to 35 U.S.C. ' 205, neither the Center nor the Cooperator shall release to the public any Subject Data or other data that discloses or enables an invention if a patent application is to be filed, until the party having the right to file a patent application or provisional patent application has had a reasonable time to file.

6.3 Publication. The Center and the Cooperator agree to confer and consult prior to the publication of Subject Data to ensure that no Proprietary Information is released and that patent rights are not jeopardized. Prior to submitting a manuscript for outside review which contains the results of the research under this Agreement, or prior to publication if no such review is made, each party shall be offered at least 45 calendar days to review such proposed publication and to file patent applications in a timely manner, if it is so entitled or required under this Agreement.

Article 7. Representations and Warranties

7.1 Representation and Warranties of the Center. The Center hereby represents and warrants to the Cooperator as follows:

7.1.1 Organization. The Center is a Federal laboratory of the EPA and is wholly owned by the Government. The Center's substantial purpose is the performance of research or development.

7.1.2 Mission. The performance of the activities specified by this Agreement is consistent with the mission of the Center.

7.1.3 Authority. All prior reviews and approvals required by Federal regulations and laws have been obtained by the Center prior to the execution of this Agreement. The Center official executing this Agreement has the requisite authority to do so.

7.2 Representations and Warranties of the Cooperator. The Cooperator hereby represents and warrants to the Center as follows:

7.2.1 Corporate Organization. The Cooperator, as of the date hereof, is a corporation duly organized, validly existing and in good standing under the laws of the State of New York.

7.2.2 Power and Authority. The Cooperator has the requisite power and authority to enter into this Agreement and to perform according to the terms thereof.

7.2.3 Due Authorization. The Board of Directors and Members of the Cooperator have taken all actions, if any, required to be taken by law, the Cooperator's Certificate or Articles of Incorporation, its bylaws or otherwise, to authorize the execution and delivery of this Agreement.

7.2.4 No Violation. The execution and delivery of this Agreement do not contravene any material provision of, or constitute a material default under, any material agreement binding on the Cooperator or any valid order of any court, or any regulatory agency or other body having authority to which the Cooperator is subject, nor, to the best of its knowledge, is the Cooperator the subject of any adversarial proceeding by any regulatory governmental agency.

Article 8. Termination

8.1 Termination by Mutual Consent. The Center and the Cooperator may elect to terminate this Agreement, or portions thereof, at any time by mutual consent. In such event the parties shall specify the disposition of all property, patents, unexpended or unobligated funds, and the results arising from the work completed or in progress under this Agreement. Upon termination by mutual consent, the Center, as of the termination date, shall make no new commitments, and as soon after the termination date as feasible, shall cancel all outstanding commitments that relate to those portions of this Agreement that have been mutually terminated.

8.2 Termination by Unilateral Action. Either party may unilaterally terminate this entire Agreement at any time by giving the other party written notice not less than 60 calendar days prior to the desired termination date. The Center shall make no new commitments after receipt of a written termination notice from the Cooperator and shall to the extent possible, by the termination date, cancel all outstanding commitments and contracts that were entered into as a consequence of the requirements of the SOW in Attachment A. However, the Center may, at

its own expense, continue said commitments beyond said termination date without liability on the part of the Cooperator.

8.3 Termination Costs. Each party shall pay its own termination costs out of its own funds. Any funds furnished by the Cooperator which are unexpended or unobligated as of the date of termination will be returned to the Cooperator. In no event shall either party be liable for the direct and indirect termination costs of the other party or said other party's expenses caused by or related to the termination.

8.4 Survival. To the extent rights and obligations hereunder have accrued as of the date of expiration or termination, the following Articles of this Agreement shall survive any expiration or termination hereof: 5, 6, and 10, and any expiration or termination hereof shall not affect any license granted hereunder.

Article 9. Disputes

9.1 Settlement. Any dispute arising under this Agreement which cannot be readily resolved shall be submitted jointly to the signatories of this Agreement. A joint decision of the signatories or their designees shall be the disposition of such dispute. If the signatories are unable to jointly resolve a dispute within a reasonable period of time after submission of the dispute for resolution, the matter shall be submitted to the Administrator of EPA or the Administrator's designee for resolution.

9.2 Continuation of Work. Pending the resolution of any dispute or claim pursuant to this Article, the parties agree that performance of all obligations shall be pursued diligently in accordance with the direction of the Center signatory.

Article 10. Liability

10.1 EPA. EPA's responsibility for the payment of claims to the Cooperator or its employees for loss of property, personal injury or death caused by the negligence or the wrongful act or omission of employees of EPA, while acting within the scope of their employment, is in accordance with the provisions of the Federal Tort Claims Act, 28 U.S.C. " 2671-80 and 40 C.F.R. Part 10.

10.2 No Warranty. **Except as specifically stated in Article 7, neither party makes any express or implied warranty as to any matter whatsoever, including the conditions of the research or as to any Invention made or product developed, or the ownership, merchantability, or fitness for a particular purpose, of the research or any such Invention or product.**

10.3 Indemnification. The Cooperator agrees to hold the Government harmless and to defend and indemnify the Government for all liabilities, demands, damages, expenses and losses arising out of the use by the Cooperator, its employees or any party acting on the Cooperator's behalf or with its authorization, of the Center's research and technical developments, the Center's facilities or equipment, or out of any use, sale or other disposition by the Cooperator, its

employees or others acting on its behalf or with its authorization, of products made by the use of the Center's technical developments. This provision shall survive the termination of this Agreement.

10.4 Force Majeure. Neither party shall be liable for any event or circumstance beyond its reasonable control not caused by the fault or negligence of such party, which causes such party to be unable to perform its obligations under this Agreement (and which it has been unable to overcome by the exercise of due diligence), including but not limited to flood, drought, earthquake, storm, fire, pestilence, lightning and other natural catastrophes, epidemic, war, riot, civil disturbance or disobedience, strikes, labor dispute, sabotage of the Center facilities, or any order or injunction made by a court or public agency. In the event of the occurrence of such a force majeure event, the party unable to perform shall promptly notify the other party. It shall further use its best efforts to resume performance as quickly as possible and shall suspend performance only for such period of time as is necessary as a result of the force majeure event.

10.5 Cooperator. The Cooperator agrees that during the term of this Agreement it will carry liability insurance in the amount set forth on the attached certificate of insurance to cover any liability to the Government or to Government employees and private individuals that may arise as a result of negligent acts or omissions of any of the Cooperator's employees or agents while they are performing work under this Agreement including any work which such employee or agent may be performing at the Center.

Article 11. Miscellaneous

11.1 No Benefits. No member of, or delegate to the United States Congress, or resident commissioner, shall be admitted to any share or part of this Agreement, nor to any benefit that may arise therefrom. This provision shall not be construed to extend to this Agreement if the Agreement is made with the Cooperator for the Cooperator's general benefit.

11.2 Governing Law. The construction, interpretation, validity, performance and effect of this Agreement for all purposes shall be governed by the laws applicable to the federal government.

11.3 Headings. Titles and headings of the Sections and Subsections of this Agreement are for the convenience of references only and do not form a part of this Agreement and shall in no way affect the interpretation thereof.

11.4 Waivers. None of the provisions of this Agreement shall be considered waived by any party hereto unless such waiver is given in writing to all other parties. The failure of any party to insist upon strict performance of any of the terms and conditions hereof, or failure or delay to exercise any rights provided herein or by law, shall not be deemed a waiver of any rights of any party hereto.

11.5 Severability. The illegality or invalidity of any provisions of this Agreement shall not impair, affect or invalidate the other provisions of this Agreement.

11.6 Amendments. If either party desires a modification to this Agreement, the parties shall, upon reasonable notice of the proposed modification by the party desiring the change, confer in good faith to determine the desirability of such modification. Such modification shall not be effective until a written amendment is signed by all the parties hereto by their representatives duly authorized to execute such amendments.

11.7 Assignment. Except as otherwise permitted herein, neither this Agreement nor any rights or obligations of any party hereunder shall be assigned or otherwise transferred by either party without the prior written consent of the other party. However, the Cooperator may assign this Agreement to the successors or assignees of a substantial portion of the Cooperator's business interests to which this Agreement directly pertains.

11.8 Notices. 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 or sent by certified mail, return receipt requested, with postage prepaid, addressed as follows:

(a) If to the CENTER:

Authorized Representative (signator)

Russell Thomas
Director, Center for Computational Toxicology and Exposure (CCTE)
US Environmental Protection Agency (US EPA)
109 T.W. Alexander Dr., Durham, NC 27711
919-541-5776
thomas.russell@epa.gov

With a copy to (PI or other):

Samantha Plishka
Center Program Coordinator
Center for Computational Toxicology & Exposure (CTTE)
US Environmental Protection Agency (US EPA)
109 TW Alexander Drive
Research Triangle Park, NC 27711
919-541-2657
plishka.samantha@epa.gov

AND

Grace Patlewicz
Principal Investigator (PI)
Center for Computational Toxicology & Exposure (CCTE)
US Environmental Protection Agency (US EPA)

109 TW Alexander Drive
Research Triangle Park, NC 27711
(919) 541-1540
patlewicz.grace@epa.gov

AND

FTTA Program Manager:
Kathleen Graham
graham.kathleen@epa.gov
(303) 312-6137
ftta@epa.gov

(b) If to COOPERATOR:

Authorized Representative (signator)
Anne Marie Api
Vice President
Research Institute for Fragrance Materials, Inc.
50 Tice Blvd, Woodcliff Lake, NJ 07677
+1 202 689 8089 ext 103
amapi@rifm.org

Any party may change such address by notice given to the other party in the manner set forth above.

11.9 Independent Parties. The relationship of the Center and the Cooperator is that of independent parties and not as agents of each other or as joint venturers or partners. The Center shall maintain sole and exclusive control over its personnel and operations. The Cooperator shall maintain sole and exclusive control over its personnel and operations.

11.10 Use of Name or Endorsements. The Cooperator shall not use the name of the Center or EPA, on any product or service which is directly or indirectly related to either this Agreement or any patent license or assignment agreement which implements this Agreement, without the prior approval of the Center. By entering into this Agreement, the Center does not directly or indirectly endorse any product or service provided, or to be provided, by the Cooperator, its successors, assignees, or licensees. The Cooperator shall not in any way imply that this Agreement is an endorsement of any such product or service. This section in no way prohibits the publication of any EPA indication or statement regarding the efficacy of any Subject Invention and/or any other results of this Agreement.

11.11 No Approval. Nothing in this Agreement shall be deemed to constitute regulatory or scientific approval of the use of any particular product or technology. The Cooperator agrees that (a) nothing in this Agreement relieves it of any obligation to comply with applicable federal, state, or local laws, regulations, or requirements, and (b) possession or acquisition by the Center

of Subject Data, or other information generated or otherwise acquired pursuant to performance of work under this Agreement, does not constitute knowledge of or possession or receipt of such data or information by or on behalf of the Administrator of the Environmental Protection Agency for purposes of statutory or regulatory reporting requirements such as, but not limited to, Section 8 of the Toxic Substances Control Act.

11.12 Human Subjects (if applicable). The Cooperator agrees to comply with all applicable provisions of EPA Regulation 40 CFR 26 (**Protection of Human Subjects**). This includes, at Subpart A, the Basic Federal Policy for the Protection of Human Research Subjects, also known as the Common Rule. It also includes, at Subparts B, C, and D, prohibitions and additional protections for children, nursing women, pregnant women, and fetuses in research conducted or supported by EPA. The Cooperator further agrees to comply with EPA's procedures for oversight of the Cooperator's compliance with 40 CFR 26, as given in EPA Order 1000.17 Change A1 (**Policy and Procedures on Protection of Human Research Subjects in EPA Conducted or Supported Research**).

11.13 Entire Agreement. This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes any prior understanding or written or oral agreement relative to said matter.

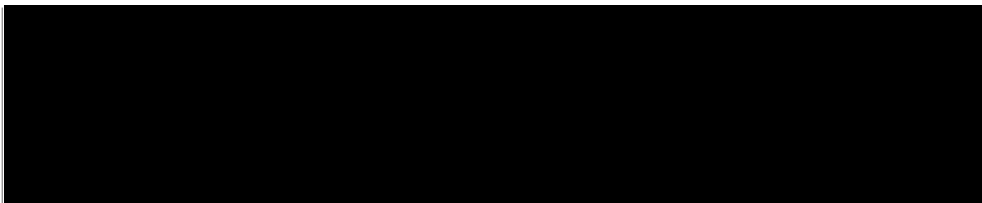
Article 12. Duration of Agreement and Effective Date

12.1 Effective Date. This Agreement shall enter into force as of the date of the last signature of the parties.

12.2 Duration. This Agreement shall remain in effect for a period of five years from the effective date.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as follows:

U.S. ENVIRONMENTAL PROTECTION AGENCY



THE COOPERATOR

