

MATERIAL TRANSFER AGREEMENT (“AGREEMENT”)**Provider:** Dr. Mitsuru Iida**Provider Organization:** HIRO BIOTECH**Recipient:** Steven O. Simmons, Ph.D.**Recipient Organization:** United States Environmental Protection Agency (US EPA), Office of Research and Development (ORD), Center for Computational Toxicology and Exposure (CCTE)**Materials:**

AR-EcoScreen cell line, AR-EcoScreen GR KO M1, and those progeny

Planned Research Project:

ORD will initially screen each cell line with 128 reference chemicals with known endocrine activities in a dose-response format to determine whether each cell line can provide predictive data on the bioactivity and potency of the reference chemicals. If any cell line(s) prove to provide sufficient predictive data, that cell line(s) may be used to evaluate an additional 500 chemicals of interest to EPA’s Office of Pesticides.

The provider (“PROVIDER”) agrees to transfer to the recipient (“RECIPIENT”) the materials identified above (collectively the “MATERIALS”) under the following terms and conditions:

- (1) PROVIDER shall provide the MATERIALS when PROVIDER agrees to RECIPIENT’S research (“RESEARCH PROJECT”);
- (2) The MATERIALS shall not be used for any purpose other than the RESEARCH PROJECT. RECIPIENT shall use the MATERIALS for conducting the research at the RECIPIENT’S premises;
- (3) The MATERIALS represent a significant investment on the part of PROVIDER and are considered proprietary by the PROVIDER. The MATERIALS will not be used for screening, production, or sale for which a commercialization license may be required. PROVIDER reserves the right to distribute the MATERIALS to others and to use them for its own purposes;
- (4) RECIPIENT shall not analyze or modify the MATERIALS and shall not create or develop other substances (including, but not limited to, protein purification and DNA/RNA extraction) by the use of the MATERIALS;
- (5) The MATERIALS are provided as a service to the research community. RECIPIENT may allow its staff, researchers, contractors, and students who are engaged in the RESEARCH PROJECT (the “RECIPIENT SCIENTISTS”) to use

the MATERIALS but shall not disclose, provide, transfer, or lease the MATERIALS to anyone other than the RECIPIENT SCIENTISTS without advance written approval from PROVIDER or unless such disclosure or other uses are required by law;

- (6) RECIPIENT shall handle, use, store, and dispose of the MATERIALS in a safe manner with the highest degree of care and in accordance with applicable laws, rules, regulations, and the like applicable to the handling, use, storage, or disposal of the MATERIALS. PROVIDER will not be liable to RECIPIENT for any claims or damages arising from RECIPIENT'S use of the MATERIALS;
- (7) RECIPIENT acknowledges and understands that the MATERIALS are an experimental material in nature and are provided 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 MATERIALS will not infringe any patent or proprietary rights of third parties;
- (8) RECIPIENT shall retain title to any patent or any 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 MATERIALS, are derived from the MATERIALS, or could not have been produced but for the use of the MATERIALS, RECIPIENT agrees to contact PROVIDER to determine what ownership interests, if any, PROVIDER may have, 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) RECIPIENT may publish or otherwise publicly disclose the results of the RESEARCH PROJECT (the "RESULTS"). Unless PROVIDER requests otherwise, RECIPIENT will make reasonable and best efforts to acknowledge PROVIDER'S contribution of the MATERIALS in all oral presentations or written publications concerning the RESEARCH PROJECT;
- (10) 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:

Dr. Mitsuru Iida
HIRO BIOTECH
232-1 Aza Motochi Tateiwa, Muya-cho
Naruto, Tokushima 772-0017

Japan
TEL: +88-686-0995
e-mail: longtentacles@yahoo.co.jp

RECIPIENT'S Contact Information:

Russell Thomas, Ph.D.
Director, Center for Computational Toxicology and Exposure
109 T.W. Alexander (MD-D-143-02)
Research Triangle Park, NC 27711
919-541-5776
thomas.russell@epa.gov

With a copy to:

Samantha Plishka
US EPA Center for Computational Toxicology and Exposure
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
FTTA Program Coordinator
graham.kathleen@epa.gov
303-312-6137
ftta@epa.gov;

- (11) 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 PROVIDER all unused portions of the MATERIALS;
- (12) Paragraphs 2, 3, 4, 5, 6, 7, 8, and 9 shall survive termination and therefore shall remain in effect beyond the one-year duration of this Agreement;
- (13) This AGREEMENT shall be construed in accordance with United States federal 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 year from said date.

SIGNATURES

Representative authorized by the RECIPIENT to approve this AGREEMENT:

[Redacted signature block for RECIPIENT]

Date: _____

Representative authorized by the PROVIDER to approve this AGREEMENT:

[Redacted signature block for PROVIDER]