

Material Transfer Agreement

The Environmental Protection Agency (EPA) and the U.S. Geological Survey (USGS) are authorized to enter into agreements transferring materials between Federal agencies. 43 U.S.C. § 36c; 15 U.S.C. §3710a, as amended.

In response to the **EPA Center for Computational Toxicology and Exposure** (hereinafter called Recipient) request for material **Bigg's Killer Whale Dermal Fibroblasts and CSE-119 Coho salmon cells** to be used for the purpose of **assessing sensitivity of fibroblasts to toxicants using transcriptomics**, the USGS, **Western Fisheries Research Center**, (hereinafter called Provider) asks that the Recipient and the Recipient Scientist agree to the following terms before the Recipient receives the material:

The above material is the property of the Provider and is being made available as a service to the research community. The material is being transferred to the Recipient for a period of 5 years, unless the term is extended by written agreement of both parties.

The Recipient agrees that the Provider retains ownership of the material, including any material contained or incorporated in modifications, progeny, or unmodified derivatives. For purposes of this agreement, the following definitions apply:

1. *Material* includes any original material transferred by the Provider and its progeny and unmodified derivatives.
2. *Modification* in a biological situation means a change in a living organism acquired from its own activity or environment and not transferred to its descendants.
3. *Progeny* shall mean modified and unmodified descendants of the original material, such as a virus, cell from cell, or organism from organism.
4. *Unmodified derivatives* shall mean created substances which constitute an unmodified functional subunit or product expressed by the original material. Some examples include subclones of unmodified cell lines, proteins expressed by DNA/RNA supplied by the Provider, or monoclonal antibodies secreted by a hybridoma cell line.

The Recipient also agrees to the following:

1. This material is not for use in human subjects.
2. This material will be used internally and solely for the purpose of scientific research. It will not be developed or modified for commercial purposes.

3. This material will not be further distributed to others without the Provider's written consent. The Recipient shall refer any request for the material to the Provider. To the extent that supplies are available, the Provider agrees to make the material available, under a separate agreement, to other scientists for teaching or not-for-profit research purposes only.

4. That the Recipient will acknowledge the source of the material in any publications reporting use of it. The Recipient agrees to give the Provider an advance copy of any publicly planned article or document on the organism for review and comment. The Provider has 15 business days from receipt of such information to review and comment on the content of the publication. Recipient's obligations under this provision are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into this Agreement and are controlling. The Parties acknowledge that Recipient's obligations under this Agreement do not bar disclosures to Congress or to an authorized official of an executive agency or the Department of Justice where such disclosures are essential to reporting a substantial violation of law.

5. That any material delivered pursuant to this agreement is understood to be experimental in nature and may have hazardous properties. The Provider makes no representations and extends no warranties of any kind, either expressed or implied. There are no express or implied warranties of merchantability or fitness for a particular purpose, or that the use of the material will not infringe on any patent, copyright, trademark, or other proprietary rights. Unless prohibited by law, the Recipient assumes all liability for claims for damages against it by third parties which may arise from the use, storage, or disposal of the material except that, to the extent permitted by law, the Provider shall be liable to the Recipient when the damage is caused by the gross negligence or willful misconduct of the Provider.

6. That the material received will be used in compliance with all applicable Federal, State, and local statutes and regulations.

7. In the event that the Recipient desires to use or license the material or modifications for commercial purposes, the Recipient agrees, in advance of such use, to negotiate in good faith with the Provider to establish the terms of a commercial license. The Recipient understands that the Provider shall have no obligation to grant such a license.

8. That at the termination of this agreement, the Recipient will discontinue its use of material, and will, upon direction of the Provider, return or destroy any remaining material.

9. That the material is being provided at no cost by the Provider provided that Recipient intends to enter into a separate transaction to pay Provider nominal shipping and handling costs.

The Provider, Recipient, and Recipient Scientist must sign both copies of this agreement and return one signed copy to the Provider. The Provider will then send the material.

Provider Information and Authorized Signature

Provider: Dr. John Hansen
Provider Organization: USGS Western Fisheries Research Center
Address: 6505 NE 65th Street, Seattle, WA, 98115
Phone: 206-526-6588
Name of Authorized Official: Michael Schmidt
Title of Authorized Official: Center Director

Certification of Authorized Official:

Date: _____

Recipient Information and Authorized Signature

Recipient Scientist: Mary Jean See
Recipient Organization: EPA CCTE/GLTED/Molecular Indicators Branch
Address: 26 W. Martin Luther King Dr, Cincinnati, OH 45268
Phone: 513-569-7629
Recipient Organization: Environmental Protection Agency
Name of Authorized Official: Russell Thomas
Title of Authorized Official: EPA CTTE Director

Signature of Authorized Official: _____
Date: _____

Certification of Recipient Scientist: I have read and understood the conditions outlined in this letter agreement, and I agree to abide by them in the receipt and use of the material.

Recipient Scientist Date