[redacted]

MATERIALS TRANSFER AGREEMENT

Provider: U.S. EPA Center for Computational Toxicology and Exposure (CCTE)
Provider Contact (not signator)
Name: Antony Williams
Address: 109 TW Alexander Dr., PO Box 12055, RTP, NC 27711
Phone: 919-541-1033
Email: williams.antony@epa.gov

Recipient: Bruker BioSpin
Recipient Contact (not signator)
Name: Clemens Anklin
Address: 15 Fortune Dr, Billerica, MA 01821
Phone: 978-313-5667
Email: Clemens.Anklin@bruker.com

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

   A 0.75 mL aliquot of nine chemicals in D6-DMSO (and some in unlabeled DMSO) with concentrations ranging from 2-40 mMol will be sent to the recipient.

   List of Chemicals:
   1. Dimethyl Terephthalate
   2. Acifluorfen
   3. Gemfibrozil
   4. Geranyl acetate
   5. DL-Tryptophan
   6. Flucythrinate
   7. Aztreonam
   8. Chlorpromazine [3-(2-Chloro-10H-phenothiazin-10-yl)propyl]dimethylamine
   9. 1H,1H,2H,2H-Perfluoro-1-decanol

2. Research Project. The Research Material will be used by Recipient's investigator solely in connection with the following research project ("Research Project") described with specificity as follows:

   Samples will be analyzed by a Benchtop (80-100MHz) NMR instrument in the following modes: H, 19F. Using automated workflows, the identity, purity, and concentration will be evaluated for each sample. Raw and processed data will be returned to the EPA.

3. Human Subjects Research Ethics and Oversight. The Research Material may not be used in human subjects. The Research Material will be used only for research purposes by Recipient's investigator in Recipient's laboratory, for the research project described above, under suitable containment conditions. The 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: https://intranet.ord.epa.gov/human-subject-research/hsr-projects-review

   ☒ There is no Human Subjects material being used in this research.

   ☐ Research Plan will be reviewed and approved by HSRRO. No work will commence until HSRRO approval has been obtained.

4. Dual Use Research of Concern (DURC). If the data or material 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

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

   ☐ Yes – go to item A

☒ No – skip to #6 (next clause)

Item A: The EPA center 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.

6. No Transfer. The 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. When the Research Project is completed, the Research Material will be returned to the Provider or disposed, if directed by Provider, to the extent such destruction is permitted by law. Provider reserves the right to distribute the Research Material to others and to use it for its own purposes.

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

8. No Warranty. 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.
9. Intellectual Property. 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, 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 for a patent application or a commercialized product based on said inventions shall be determined according to United States patent law.

10. Termination. Either party shall have the right to terminate this Agreement at any time if other 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. No Endorsement. 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 and to indemnify the Government for all liabilities, demands, damages, expenses, and losses arising out of Recipient's use, storage and/or disposal of the Material (a) outside of the Purpose of Use and (b) within the Purpose of Use, any damage caused by improper handling of the Material by Recipient (including its employees), unless such improper handling is due to Government's incompliance with its obligations.

12. 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 (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.
U.S. EPA Center for Computational Toxicology and Exposure
109 T.W. Alexander (MD-B-205-01)
Research Triangle Park, NC 27711
919-541-5776
Thomas.Russell@epa.gov

Recipient's Contact Information:

Lindsey McKellick, Esq.
Commercial Counsel,
Bruker BioSpin Corporation
15 Fortune Dr, Billerica, MA 01821

and

Mark Chaykovsky
Executive Vice President
Bruker BioSpin Corporation
15 Fortune Dr, Billerica, MA 01821

With a copy to:
Kathleen Graham
FTTA Program Coordinator
graham.kathleen@epa.gov

(303) 312-6137
FTTA@epa.gov

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

14. Power and Authority. The undersigned expressly certify and affirm that the contents of any statements made herein are truthful and accurate and that the signatories hereto have the authority to bind their respective organizations to this Agreement.

15. Effective Date. This Agreement shall be effective upon execution by the parties when the last signatory has signed the Agreement.

16. Term. The term of this Agreement is one year from said date.

Authorized Representative of Institution SIGNATURES

FOR THE RECIPIENT

DocuSigned by:

B [redacted] _____ Date _[redacted]___

B [redacted] _____ Date [redacted] _____

FOR THE PROVIDER

By: [redacted] _____ Date _____

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