

## **MATERIALS TRANSFER AGREEMENT**

US. Environmental Protection Agency (EPA)  
Office of Research & Development (ORD)  
National Center for Computational Toxicology

**AND**

British Columbia Cancer Agency Branch  
600 West 10th Avenue  
Vancouver, BC, V5Z 4E6  
1-604-675 8086

1.
  - a) EPA agrees to transfer to British Columbia Cancer Agency Branch's (BCCRC) Investigator named below the following Research Material:
    - 1) 20 Formalin fixed paraffin embedded (FFPE) rodent liver tissue blocks from published experiments
    - 2) A table describing samples stating sample identifier, subject identifier, organism, strain, treatment chemical name, treatment chemical CAS No., treatment concentration and duration, liver lobe
    - 3) 60 images scanned from histology slides with one of the following contrast agents or stains: H&E, PCNA, and BrDU
  - b) BCCRC agrees to provide to EPA's Investigator named below the following Research Results:
    - 1) Analysis results of automated segmentation and/or annotation histological images.
2. This Research Material may not be used in human subjects. The Research Material will be used only for research purposes by BCCRCs' 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. BCCRC agrees to comply with all Federal rules and regulations applicable to the Research Project and the handling of the Research Material.
  - a) Were Research Materials collected according to 45 C.F.R. Part 46, "Protection of Human Subjects?"

- Yes (Please provide Assurance Number: \_\_\_\_\_)  
 No  
 Not Applicable (Materials not collected from humans)

3. This Research Material will be used by BCCRC's investigator solely in connection with the following research project ("Research Project") described with specificity as follows (use an attachment page if necessary):

The objective of this collaboration is to conduct an exploratory analysis of existing liver tissue samples using available experimental and computational tools to evaluate feasibility of generating multi-resolution qualitative and quantitative data. While the technology for generating such data exists, to our knowledge it has not been used to address this question. This pilot will use representative human (commercially available) and rat (existing studies) liver samples to analyze liver cancer progression. This pilot project will generate histomorphometry data to be used by the Virtual Liver project, which is developing systems models to extrapolate chemical effects from rodent and in vitro models to humans.

4. In all oral presentations or written publications concerning the Research Project, the Parties will acknowledge each others's contribution of the Research Material and the Research Results unless requested otherwise. To the extent permitted by law, the Parties agree to treat as confidential, any of each other's written information about this Research Material and Research Results that are stamped "CONFIDENTIAL" for a period of three (3) years from the date of its disclosure between the Parties. The foregoing shall not apply to information that is or becomes publicly available or which is disclosed to a Party without a confidentiality obligation. Any oral disclosures from the disclosing Party to the receiving Party which the disclosing Party wishes to be treated as confidential shall be identified as being Confidential at the time of the disclosure and by written notice delivered to the receiving Party within thirty (30) days after the date of the oral disclosure. BCCRC may publish or otherwise publicly disclose the Research Results of the Research Project, but if EPA has given Confidential information to BCCRC, such public disclosure may be made only after EPA has had thirty (30) days to review the proposed disclosure to determine if it includes any Confidential information, to the extent such review period is permitted by law.
5. The EPA acknowledges that the Freedom of Information and Protection of Privacy Act, R.S.B.C. 1996, c. 165, as amended from time to time (the "Act"), applies to BCCRC. EPA acknowledges and agrees that any Confidential Information disclosed by it to BCCRC under this Agreement may be subject to a request for public disclosure under the Act. EPA acknowledges that the Act provides an exemption from disclosure for information which would reveal trade secrets, commercial, financial, labour relations,

scientific or technical information supplied explicitly or implicitly in confidence to BCCRC and which could reasonably be expected to harm significantly EPA's competitive position, interfere significantly with a third party's negotiating position, or result in other harm as specified in Section 21 of the Act.

6. This Research Material represents a significant investment on the part of EPA and is considered proprietary to EPA. BCCRC'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 EPA. EPA 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 EPA or disposed, if directed by EPA.
7. This Research Material is provided as a service to the research community. It is being supplied to BCCRC with no warranties, express or implied, including any warranty of merchantability or fitness for a particular purpose. EPA makes no representations that the use of the Research Material will not infringe any patent or proprietary rights of third parties.
8. BCCRC makes no representations or warranties or guarantees of any kind, either express or implied, with respect to the Research Results arising from the Research Project or with respect to any confidential information, that it may disclose to EPA. BCCRC specifically disclaims any implied warranty of non-infringement or merchantability or fitness for a particular purpose. EPA hereby acknowledges that the Research Project is of an experimental and exploratory nature, that no particular results can be guaranteed, and that it has been advised by BCCRC to undertake its own due diligence with respect to all matters arising from this agreement.
9. BCCRC 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, BCCRC agrees to contact the EPA to determine what ownership interests, if any, the EPA 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. BCCRC 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). The Government will not be liable to BCCRC for any claims or damages arising from BCCRC's use of the Research Material.

11. Except to the extent prohibited by law, the BCCRC assumes all liability for damages which may arise from its use, storage or disposal of the Materials. EPA will not be liable to the BCCRC for any loss, claim or demand made by the BCCRC, or made against the BCCRC by any other party, due to or arising from the use of the Materials by the BCCRC, except to the extent permitted by law when caused by the gross negligence or willful misconduct of the EPA.
12. The EPA shall have the right to terminate this Agreement at any time if BCCRC breaches any of the terms of this Agreement. Upon termination, BCCRC shall return to the EPA all unused portions of the Research Materials.
13. 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:

**BCCRC's Official and Mailing Address:**

Director, Technology Development Office  
BC Cancer Agency  
675 West 10th Ave  
Vancouver, BC, Canada V5Z 1L3  
Fax: (604) 675-8189

**EPA's Official and Mailing Address:**

US EPA  
National Center for Computational Toxicology  
Environmental Protection Agency  
109 T.W. Alexander Drive (B205-01)  
Durham, N.C. 27711  
phone: 919-541-4219  
fax: 919-541-1194

14. Paragraphs 2, 6, 8 and 9 shall survive termination.

**15. Legal Jurisdiction-Intentionally Left Silent**