

**AGREEMENT FOR THE USE OF COMPOUNDS FROM
THE SCREENING LIBRARY "DK OPENSREEN"
(UMTA – User providing Biological Assay)**

between

Technical University of Denmark

Department of Chemistry

Anker Engelunds Vej 1

DK-2800 Kgs. Lyngby, Denmark

CVR. No. 30 06 09 46

(hereinafter referred to as "Library Hosting Site")

and

[User's Name]

[Address]

[Postal code, city, country]

Business Registration No. [XX]

(hereinafter referred to as "User")

(each hereinafter individually referred to as "Party" and jointly as "Parties")

DK-OPENSREEN is a national platform for research within chemical biology. DK-OPENSREEN was established by the Technical University of Denmark, University of Copenhagen, Aalborg University and Aarhus University.

The DK-OPENSREEN consortium provides expertise in the field of chemical biology including a platform for storage, quality control and distribution of potentially bioactive organic compounds (screening compounds) for (inter)national research groups with the aim to strengthen research in chemical biology.

The infrastructure is hosted by the above partners and the Compound collection used as screening collection within the DK-OPENSREEN consortium is handled and distributed by the Library Hosting Site.

The purpose of this UMTA is to set forth the rights and obligations of the Parties in connection with the providing of such Compounds from the Library Hosting Site to the User for the purpose of biological screening.

This UMTA consists of the below mentioned section A to section C, describing the characteristics of this UMTA and the Standard Terms and Conditions included as **Annex 1**.

SECTION A - DESCRIPTION OF THE COMPOUNDS

The Compounds are provided in a microwell plate format at a fixed concentration. The Compounds are anonymized, meaning that Compound Characterization Data are not available to the User.

SECTION B – PERMITTED USE

The Compounds are provided by the Library Hosting Site for the purpose of the User's biological screening for non-commercial scientific research purposes only by applying the User's own Biological Assay. Screening shall take place at User's premises or at any other place desired by User, including a Screening Site under terms set forth by the Screening Site.

The Library Hosting Site will not provide any Compound Characterization Data applicable to the Compounds with the exception of the molecular weight.

After screening, the User is required to inform the Library Hosting Site of the identity of all Hits resulting from screening, no later than thirty (30) calendar days after such Hits have been identified. Based on the identity of Hits, the Library Hosting Site shall inform the Provider(s) of the Compound hereof thirty (30) calendar days after receipt of information from the User, for the purpose of establishing contact between the Provider of the Compounds and the User in order for them to pursue protection and/or publication of the scientific data as well as further scientific collaboration.

In the event that the Provider of the Compounds and the User waive the right to pursue further cooperation, either actively in writing or if no response has been received ninety (90) calendar days after written notice of Hit(s) has been sent by the Library Hosting Site to the Provider, the User has a right to pursue non-commercial scientific research alone or in cooperation with other parties. In addition, the User and the Library Hosting Site shall be entitled to publish the results of the screening and the Compounds' Characterization Data, after such 90 days have lapsed.

The Library Hosting Site is in any event entitled to publish Metadata resulting from the use of the Library or any part hereof.

SECTION C AMENDMENTS TO THE TERMS AND CONDITIONS

The Parties agree that the following amendments to the Terms and Conditions of this UMTA shall apply:
[Not Applicable – Any amendment needs to be approved by Legal and Contracts, DTU]

SIGNATURES

This Agreement shall be signed by the authorized signatories of each Party.

On behalf of Library Hosting Site

On behalf of User

Place:

Place:

[Date]

[Date]

[Name, title]

[Name, title]

STANDARD TERMS AND CONDITIONS

1. Definitions

Biological Assay shall mean any means of obtaining information about a Compound's bioactivity in a high-throughput format pre-established by the User.

Characterization Data shall mean information pertaining to a Compound's chemical composition, structure, SMILES string and analytical data (e.g. NMR, MS, melting point).

Compound shall mean a single chemical entity in the form of a physical sample (e.g. solids, liquids, oils, powders) which is contained in the Library and which the Library Hosting Site provides for the purpose of screening as described in section A.

Hit shall mean a Compound identified in a biological assay as having a desired biological effect above a threshold defined for each individual assay.

Library shall mean the collection of Compounds, including relevant Characterization Data about such Compounds hosted by the Library Hosting Site, named DK-OPENSREEN.

Library Hosting Site shall mean a party under DK-OPENSREEN, responsible for the collection and distribution of Compounds to Screening Sites and Users.

Metadata shall mean data pertaining to a collection of compounds and their physical/chemical properties including biological information. Metadata specifically exclude Characterization Data for single Compounds.

Owner shall mean the person holding legal title to the Compounds transferred as well as the authority to transfer the Compounds under this Agreement.

Permitted Use shall mean the use of Compounds for non-commercial scientific research within the scope of DK-OPENSREEN. Permitted Use is further described in Section B.

Provider shall mean the provider of Compounds to DK-OPENSREEN, who created, discovered or procured the Compounds.

Screening Site shall mean a facility for carrying out Biological Assays, operated by the DK-OPENSREEN consortium.

UMTA shall mean this User Material Transfer Agreement including annexes(s), applying to any transfer of Compounds from the Library to a User.

User shall mean any Party, including third parties with whom DK-OPENSREEN is cooperating and which carries out biological screening of Compound(s) from the DK-OPENSREEN Library or uses the Screening Sites for biological screening of Compounds.

2. Ownership of the Compounds and the Library Hosting Site's representations

- 2.1. Library Hosting Site represents that any consent to the transfer of Compounds which is necessary for the purpose of the Permitted Use has been obtained from the Provider. The Library Hosting Site will charge a shipping and handling fee, covering any costs in connection with handling and shipping of Compounds to the User.
- 2.2. The Compounds, including any intellectual property rights contained herein shall remain the property of the Provider. Nothing in this UMTA shall restrict the Provider's rights of ownership, including the distribution of the Compounds for commercial or non-commercial purposes to other parties than the Library Hosting Site and Users or distribution not comprised by this UMTA.
- 2.3. The User will not obtain or attempt to obtain patent coverage on any Compound, any result or any method claiming their production or use, without the prior written consent of the Provider of the Compound(s) provided. The User acknowledges that the Compounds contained in the Library may be subject to intellectual property rights, including patent applications which have not yet been published.

3. Ownership to Biological Assays, Hits and resulting intellectual property rights

- 3.1. Under this UMTA, the User will be carrying out the Biological Assay or providing the Biological Assay. Therefore, any intellectual property rights contained in such Biological Assay shall be the property of the User.
- 3.2. Any intellectual property rights discovered or obtained by the biological screening shall be owned by the User and the Provider according to intellectual contribution. Further protection of intellectual property rights shall be agreed upon jointly by the Provider and the User.

4. The User's rights and obligations

- 4.1. The Library Hosting Site grants to the User a limited, non-exclusive license to use the Compounds provided for non-commercial scientific research within the Permitted Use.
- 4.2. The Compounds shall at all times be used in compliance with all applicable laws, guidelines and regulations including, but not limited to, laws and regulations pertaining to import, export and environment.
- 4.3. The User shall limit access to the Compounds to those of its staff who need access to the Compounds for the Permitted Use under terms similar to the terms of this Agreement.
- 4.4. Any use of the Compounds made by the User for other purposes than the Permitted Use requires the prior written consent of the Provider. The Provider is not obligated to grant such license to the User.
- 4.5. Any distribution of a Compound and/or Characterization Data to any third party by the User for other purposes than the Permitted Use requires the prior written consent of the Provider of the Compound, except in the event that the Provider has waived its right to pursue further cooperation, cf. section B.

5. Limitation of liability

- 5.1. Except as set forth above, the Compound(s) are provided "as is" and the Library Hosting Site expressly disclaims all warranties of any kind concerning the Compound(s) herein, express or implied, including, without limitation, warranties of merchantability, fitness for a particular purpose and non-infringement of third party intellectual property rights. The User understands that any Compound delivered pursuant to this UMTA is of experimental nature and may have hazardous properties.
- 5.2. Except to the extent prohibited by law, the User assumes all liability for damages which may arise from its use, handling, storage or disposal of the Compound(s). The User will at all times during the term of this UMTA and thereafter, indemnify, defend and hold the Library Hosting Site and the Provider harmless against all claims, proceedings, demands and liabilities of any kind whatsoever, including legal expenses and reasonable attorneys' fees, arising out of the User's use of Compounds, including infringement of third party intellectual property rights, except where caused by willful misconduct of the Library Host or the Provider.
- 5.3. In the event that a Party becomes aware of or suspects that use of the Compound(s) or any part hereof may infringe the intellectual property rights of a third party, such Party shall inform the other Party hereof without delay.

6. Term and termination

- 6.1. This UMTA shall enter into force on the date of the latest signature by the Parties on this Agreement.
- 6.2. This UMTA may be terminated by either Party with six (6) months prior written notice to the other Party.
- 6.3. Unless terminated or otherwise extended by mutual written agreement, this UMTA shall automatically terminate 5 years after its entry into force.

7. Miscellaneous

- 7.1. This UMTA may not be assigned to any third party without the prior written consent of the Library Hosting Site.

- 7.2. If any section of this Agreement is deemed unenforceable or invalid for any reason, the remaining parts of this Agreement shall not be affected hereby. The Parties shall enter into negotiations for the purpose of substituting such section with a corresponding, valid and enforceable wording, if possible.

8. Governing Law and Venue

- 8.1. This UMTA shall be governed by the laws of Denmark. This applies whether or not the application of international private law and choice of law rules may lead to the application of another country's laws.
- 8.2. Should a dispute arise between the Parties in connection with this UMTA, including its interpretation and use, the Parties shall enter into negotiations in good faith in order to solve the dispute.
- 8.3. Have the Parties been unsuccessful in solving the dispute within thirty (30) calendar days after initiation of negotiations hereof, the Parties may agree to refer the dispute to mediation at Mediationsinstituttet (www.mediationsinstituttet.dk) according to its rules.
- 8.4. If the Parties do not agree to mediation within seven (7) calendar days after expiry of the deadline set forth in section 8.3, or has no solution to the dispute been reached thirty (30) calendar days after commencement of mediation with Mediationsinstituttet, the dispute shall be settled by the District Court of Lyngby, Denmark, as the court of first instance.