University of Michigan Life Sciences Institute Center for Chemical Genomics

(CCG) Data and Protocol Sharing Agreement—Screening Projects

To be signed annually

Dear Participant,

If your screening application is approved, the CCG will offer you the opportunity to screen small molecules from different sources, including compounds deposited by scientists from other institutions. In exchange for this opportunity you will be required to follow the rules for CCG participants as described in the agreement below including those on sharing your resulting data. We need to be very clear about our mutual expectations for how data will be shared and published. Although the rules contained in this agreement are intended to protect the data in the CCG from public disclosure, there is some possibility that your deposition of data into this shared database may constitute “publication” for patent purposes.

Funding for the CCG’s screening facility comes in part from government sources, which impose certain restrictions on how funds can be used to benefit individual companies. For this reason, it is your responsibility to assure that your research is not subject to agreements that affect your use and provision of information in a manner inconsistent with this agreement.

Preceding the user agreement is a brief checklist that may help you identify such pre-existing agreements. Please raise potential issues in advance. CCG accepts no responsibility for assuring that your use of CCG is consistent with any third party agreement that applies to you.

Sincerely,

David Sherman, Director, CCG
CHECKLIST:

Funding of your project

1. Is this work funded by corporate grants?

2. Is this work funded by a foundation?

3. Please provide an active short code and expiration date (if applicable):

Materials

Does your assay include any materials that you received or purchased from someone else under a material transfer agreement (MTA) or other agreement containing terms and conditions of use?

Intellectual Property

Have you made any pre-commitments of intellectual property rights relating to your screening project(s)? Please consider this question carefully as many funding arrangements and MTAs include provisions about intellectual property that is being used in a project or that may be developed during a project. (Please contact your institution’s technology transfer office for assistance.)
AGREEMENT:

• Signature on this form, means that no pre-commitments of intellectual property exist for the screening project(s), that you will alert the CCG (contact Vashni Santee at santee@umich.edu) if this changes, and will notify the CCG if and when you pursue any patents relating to the screening project(s). You agree that rights in resulting intellectual property will be decided pursuant to U.S. patent law.

Data Sharing

The CCG is a community of scientists. By using the CCG, you agree to participate in this community and, in particular, to share with other CCG community members what you learn during the course of your screening project(s). Furthermore, you recognize that the data you collect may be useful for purposes other than the immediate intent of the screen.

Data Sharing within the CCG

• You agree that your screening protocol(s) and the data obtained from your screening project(s) must be deposited into the internal CCG database in a timely manner, as your screens are completed. You understand that this database is accessible only to members of the CCG, to others who have projects at the CCG, and to consultants working with the CCG under non-disclosure agreements.

You agree to hold in confidence all data that you learn, download, or print from the CCG database until such data are publicly available so that deposition of data into the internal CCG database does not constitute a public disclosure and so that those who deposit data
may preserve their ability to seek patent protection for the results of their work. You understand that you may discuss CCG data with members of your laboratory provided that you inform them that the data are confidential.

- You agree to share follow-up data with the CCG (e.g., criteria for hit selection, lists of screening positives and cherry picks, lists of re-ordered compounds, and results of follow-up experiments) every 6 months, for entry into the internal CCG database. Follow-up data may be used by screeners to prioritize specific classes of hits, identify hits that are active in multiple assays, or suggest possible mechanisms of action for compounds.

- If a dispute arises about the ownership of data or the priority of the discovery of a hit, you will discuss the issue with the Directors of CCG and abide by requests to produce information documenting claimed priority date.

**Data Sharing outside the CCG**

It is critical to the mission of the CCG and LSI that the data and resources of the CCG be widely shared within the University of Michigan community and beyond. As a user of the CCG facilities:

- You authorize public release of the raw data generated in your high throughput screen immediately after the screening results are published or 2 years from completion of the
screen, whichever is the sooner. The CCG will do its best to inform you when these raw data are made public.

• You agree that follow-up data that you deposit in the internal CCG database will be released for public access simultaneously with the raw data above unless you explicitly request, in writing at least 1 month before publication/release of the raw data, that selected follow-up data be reserved to allow you to prepare additional papers. If so, the release of those data will be delayed for up to 1 year, or until publication, whichever is sooner.

• You understand that the data in internal and public CCG databases may be examined for purposes of statistical comparison of the number of hits in different types of screens or different types of libraries. You agree that such information may be made public at any time provided that the details of your screening approach and the specific structures of your hits are not also released. The CCG will do its best to inform you when such information, abstracted from your screen(s), is made public.

Publication

• You will not publish or publicly disclose results derived from another researcher's unpublished screen without permission in writing. You will acknowledge other researchers appropriately if their work has contributed to a paper you write, or a presentation you give. You will notify CCG if work performed in CCG facilities results...
in a publication and will formally acknowledge the contribution made by the CCG and, if appropriate, specific CCG personnel.

Acknowledged and Agreed

To be signed annually

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Please send signed forms to:

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