

**BROAD INSTITUTE CHEMICAL BIOLOGY PLATFORM
INCOMING MATERIALS TRANSFER AGREEMENT**

THIS Material Transfer Agreement (hereinafter "Agreement"), is made and entered into as of _____ (the "Effective Date") by _____ and _____ between _____ (hereinafter "Provider") having a principal place of business at _____ and The Broad Institute, Inc. (hereinafter "Recipient"), having a principal place of business at 7 Cambridge Center, Cambridge, MA 02142, USA.

Provider and Recipient are collectively referred to as the "Parties" and individually as a "Party".

WHEREAS, Provider's investigator, _____ ("Principal Investigator") desires to conduct a screening project and /or contribute compounds for screening with the Broad Institute Chemical Biology Platform, and Provider and Principal Investigator are willing to provide materials (including ASSAY MATERIALS) for use in such screening based on the Research Objective;

WHEREAS, the Research Objective for this Agreement is set forth as follows: [INSERT Project Title from the approved BROAD INSTITUTE CHEMICAL BIOLOGY PLATFORM HIGH-THROUGHPUT SCREENING SERVICES APPLICATION] _____

(the "Research Objective")

WHEREAS, Principal Investigator (and any person that he/she designates to work on the screening project on his/her behalf (a "Designee")) has signed the Data Sharing Agreement;

NOW, THEREFORE, in consideration of the promises and covenants hereinafter set forth and other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

I. Definitions

1. *ChemBank*: A public, web-based informatics environment developed through a collaboration between the Chemical Biology Program and Platform at the Broad Institute of Harvard and MIT containing data from collaborative screening projects which have been performed at the Broad Institute (<http://chembank.broad.harvard.edu/>). Additional information may be found in the following article: "ChemBank: a small-molecule screening and cheminformatics resource database." Seiler, K.P. et al. (2008) Nucl. Acids Res. 36: D351-359. <http://nar.oxfordjournals.org/cgi/reprint/gkm843v1>
2. *DSA-ChemBank*: A restricted access database containing all screening data content of the public *ChemBank* database as well as un-published results from the BCB that are less than one (1) year old.
3. Broad Institute Chemical Biology Platform ("BCB Platform"): the group at the Broad Institute of MIT and Harvard who will be handling submitted ASSAY MATERIALS and performing the screening experiments.

4. ASSAY MATERIALS are collectively both BIOLOGICAL ASSAY MATERIALS and CHEMICAL ASSAY MATERIALS, each defined below:
 - a. BIOLOGICAL ASSAY MATERIALS: Biological materials submitted to the BCB Platform for the intended use in generating data to be added to *ChemBank* (the "Biological Screening").
 - b. CHEMICAL ASSAY MATERIALS: Chemical compounds and associated chemical structure information submitted to the BCB Platform for entry into the Broad Chemical Biology compound collection for screening purposes for the intended use in generating data to be added to *ChemBank* (the "Chemical Screening").
5. MODIFICATIONS: Substances created by the Recipient which contain/incorporate the ASSAY MATERIALS.
6. COMMERCIAL PURPOSES: The sale, lease, license, or other transfer of the ASSAY MATERIAL to a for-profit organization. COMMERCIAL PURPOSES shall also include uses of the ASSAY MATERIAL for the benefit of a for-profit entity, including such activities as: a) performance of contract research (other than publishable academic research); b) screening of compound libraries; c) production of materials for general sale; or d) any physical transfer of the ASSAY MATERIAL to a for-profit entity. The above notwithstanding, industrially sponsored academic research shall not be considered a use of the ASSAY MATERIAL for COMMERCIAL PURPOSES per se, unless any of the above conditions of this definition are met.
7. Data Sharing Agreement ("DSA"): Guidelines and conditions stated in the BCB Platform Screening Services and Data Sharing Agreement (attached hereto as Appendix A) which the Principal Investigator (and any Designee) (each as defined in the DSA) must agree to and sign as a condition to providing materials to the BCB Platform pursuant to this Agreement.

II. Terms and Conditions of this Agreement

1. Provider represents and warrants that it has the right to transfer the ASSAY MATERIALS listed in Appendix B of this Agreement (including, when applicable, all associated chemical structure information), to Recipient.
2. Provider retains ownership of the ASSAY MATERIALS, including any ASSAY MATERIALS contained or incorporated in MODIFICATIONS.
3. Provider represents and warrants that the ASSAY MATERIALS are not obligated or committed for use in any of Provider's corporate sponsored research or other third party sponsored research activities.
4. Recipient agrees that the ASSAY MATERIALS will not be used for any COMMERCIAL PURPOSES.
5. Recipient agrees that the ASSAY MATERIALS will not be used in human subjects, in clinical trials, or for diagnostic purposes involving human subjects without the prior written consent of the Provider.

6. Provider acknowledges that ASSAY MATERIALS are submitted with the understanding that they may be used in experiments to generate data which may be deposited in *DSA-ChemBank* and *ChemBank*. If data are generated using the ASSAY MATERIALS and deposited in *ChemBank*, the Provider, by signing this Agreement, understands and agrees to the terms and conditions of the DSA.
7. The Provider acknowledges that the CHEMICAL ASSAY MATERIALS may be used in multiple screening projects at the Broad, the results of which will all be deposited in *DSA-ChemBank*. At its sole discretion and without prior notice to Provider, Recipient may conduct additional follow-up studies using the CHEMICAL ASSAY MATERIALS, including without limitation additional screenings which may be performed by a third party (including the right of such third party to work with collaborators and/or contract service providers), at the request of the Recipient, under a separate agreement at least as protective of the Provider's rights as this Agreement, the results of which may be deposited in *DSA-ChemBank*. BIOLOGICAL ASSAY MATERIALS will be used only in the Biological Screenings approved by the Principal Investigator in relation to the Research Objective, and will not be used in any other studies without written permission from the Provider or Principal Investigator.
8. CHEMICAL ASSAY MATERIALS will be identity and purity checked by liquid chromatography/mass spectrometry (LC/MS). Chemical structures will be added to the Broad Institute's compound registration database and assigned a Broad Institute chemical identification number (a "BRD Number"). The BCB Platform will use the ASSAY MATERIALS in screens, the results of which will be made available to the Principal Investigator upon its deposition in *DSA-ChemBank*. In order to view the data, Principal Investigator should establish access to *DSA-ChemBank* according to the terms and conditions governing access to *DSA-ChemBank* as stated in the DSA.
9. Confidential Information shall mean any and all information, intellectual property, know-how and data, technical or non-technical which is disclosed or provided by one Party ("Disclosing Party") to the other Party ("Receiving Party"), designated as Confidential Information, and which shall remain the proprietary and confidential information of the Disclosing Party. The Parties agree that all such information will be used solely in connection with the Biological Screening or Chemical Screening and will not be disclosed to any third party, except as otherwise provided in this Agreement (including without limitation deposition of ASSAY MATERIALS and screening results into *DSA-ChemBank*). The foregoing shall not apply to any information (a) which at the time of disclosure is in the public domain; (b) which, after disclosure, becomes part of the public domain by publication or otherwise, except by breach of this Agreement; (c) which either Party can establish by written records was in their possession at the time of disclosure; (d) was independently discovered or developed by either Party, as evidenced by written records, without the use of Confidential Information; (e) which is rightfully disclosed to either Party by a third party who did not receive such information from either Party under an obligation of confidentiality; or (f) which is required to be disclosed by applicable laws or by order of a court or governmental agency. If either Party is required by judicial or administrative process to disclose Confidential Information, the Receiving Party shall promptly notify the Disclosing Party of such required disclosure.
10. The Principal Investigator acknowledges that co-authorship of publications may be appropriate, depending on the degree and extent of contribution of those involved. In cases where significant intellectual contribution has been made (e.g., novel chemistry,

assay development, screening strategies, data analysis methods, etc.), Principal Investigator agrees to consider co-authorship for the appropriate Recipient scientists in keeping with academic custom. If co-authorship is not appropriate, Provider agrees to acknowledge Recipient scientists, if their work contributed to a publication or presentation. Principal Investigator agrees not to publish or to disclose publicly any results derived from another researcher's unpublished or undisclosed chemistry or screening results as seen in *DSA-ChemBank*, without permission from the appropriate scientist(s) in writing.

11. Provider and/or Principal Investigator agree to notify Recipient of any intellectual property generated from the results of the Research Objective accessed through *DSA-ChemBank* so that the BCB Platform may meet its reporting requirements to its funding agencies.
12. Inventorship of any inventions arising from data in *DSA-ChemBank* shall be determined in accordance with U.S. patent law.
13. The Recipient agrees to use the ASSAY MATERIALS in compliance with all applicable statutes and regulations, including Public Health Service and National Institutes of Health regulations and guidelines.
14. Provider understands that Recipient may use, retain and dispose of the CHEMICAL ASSAY MATERIALS at its sole discretion. Provider understands that Recipient is not responsible for returning ASSAY MATERIALS to Provider or notifying Provider of the final disposition of ASSAY MATERIALS.
15. Recipient acknowledges that any ASSAY MATERIAL delivered pursuant to this Agreement is understood to be experimental in nature and may have hazardous properties and understands that the ASSAY MATERIAL IS PROVIDED "AS IS" AND Recipient 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 ANY PATENT, COPYRIGHT, TRADEMARK, OR OTHER PROPRIETARY RIGHTS.
16. This Agreement will remain in effect for three (3) years; however, it may be terminated by either Party upon thirty (30) days' prior written notice to the other Party. Upon termination or expiration, both Parties may retain one copy of the Confidential Information solely for the purpose of monitoring its obligations under this Agreement. Sections 9, 12, 15, 16, and 19 shall survive the expiration or termination of this Agreement and remain in full force and effect.
17. Each Party will be responsible, to the extent permitted by law, for any negligent acts or omissions by itself, its employees, officers, directors, or agents.
18. The Parties do not intend that any agency or partnership relationship be created between them by this Agreement.
19. This Agreement shall be considered a contract made in the United States and shall be governed and construed in all aspects by the laws of the Commonwealth of Massachusetts.

20. This Agreement contains the entire agreement between the Parties with respect to the subject matter hereof, and supersedes any prior agreements, negotiations or representations between the Parties with respect to the subject matter hereof, whether written or oral. This Agreement may be modified only by a subsequent written agreement signed by the Parties.

21. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns. Neither Party may assign this Agreement without the prior written consent of the other Party, except to a successor to all or substantially all of its business and assets. Any attempted assignment in violation of this Section is void.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized officers effective as of the Effective Date noted above.

Provider:

By: _____

Name:

Title:

Date: _____

Recipient: The Broad Institute, Inc.

By: _____

Name:

Title:

Date: _____

Read and Understood by:

Signature of Recipient Investigator

Date: _____

Appendix A

**BROAD INSTITUTE CHEMICAL BIOLOGY PLATFORM SCREENING SERVICES AND DATA
SHARING AGREEMENT (DSA)**

[End of Appendix A]

Appendix B
List of ASSAY MATERIALS

[End of Appendix B]