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ANN ARBOR, MICHIGAN 48109-2216
734-763-2340; FAX 734-615-9151

Dear Requesting User,

The Center for Chemical Genomics (CCG), part of the Life Sciences Institute at the University of Michigan, offers approved users the opportunity to screen small molecules from different sources, including compounds deposited by scientists from other institutions. In exchange for this opportunity you are required to follow the rules for CCG users as described in the attached User Agreement. The Agreement is written to provide succinct clarity about the requirements and expectations for how data will be shared and published. The Agreement is intended to safeguard intellectual property rights of CCG users, and protect the data in the CCG from inadvertent and/or public disclosure.

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 warrant that your research is not subject to agreements that affect your use and provision of information in a manner inconsistent with this Agreement. Provided below is a brief checklist that may help you identify such pre-existing agreements. Please raise potential issues in advance with your institution to guarantee compliance with the CCG User Agreement requirements. CCG accepts no responsibility for ensuring that use of the CCG is consistent with any user's third party agreement.

Sincerely,

David Sherman, Director, CCG

CHECKLIST:

Completion of Project Request: please visit our website www.lsi.umich.edu/ccg and complete the Project Request form found on the "Getting Started" section. This will start the assay development needed before data is deposited to MScreen.

Funding of your project:

- 1. Is this work funded by a corporation?
- 2. Is this work funded by a foundation?
- 3. If funding is provided for your project from a non-governmental external source, are there any conditions impacting your ability to use or share the data?

Please contact your institution's sponsored research office for assistance if any of these funding situations apply.

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 these questions 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 if MTA and/or intellectual property rights apply.

University of Michigan Life Sciences Institute - Center for Chemical Genomics User Agreement

This User Agreement ("Agreement") sets forth the requirements of the signing Principal Investigator and his/her authorized lab members (collectively "User"), related to screening project(s) (both singular and plural called "project") approved to use the small molecule screening at the Center for Chemical Genomics ("CCG"), part of the Life Sciences Institute ("LSI") at the University of Michigan.

In exchange for use of the CCG small molecule screening, User agrees to the following terms and conditions:

Data Sharing

The CCG is a community of scientists. By using the CCG, User agrees to participate in this community and, in particular, to share with other CCG community members what is learned during the course of the project. Furthermore, User recognizes that the data collected may be useful for purposes other than the immediate intent of the screen.

User agrees that the screening protocol(s) and the data obtained from the project must be deposited into the internal CCG database in a timely manner, as screens are completed. User understands 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.

User agrees to hold in confidence all data learned, downloaded, or printed 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. It is understood that User may discuss CCG data with others members of User's laboratory provided that such members are informed then that the data are confidential. If a dispute arises about the ownership of data or the priority of the discovery of a hit, Principal Investigator will discuss the issue with the 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. User authorizes public release of the raw data generated in the high throughput screen as requested by grants and university agreements. The CCG will do its best to inform User when these raw data are made public.

User understands that 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. User agrees that such information may be made public at any time provided that the details of User's screening approach and the specific structures of hits are not also released. The CCG will do its best to inform User when such information, abstracted from the project, is made public.

Publication

User will not publish or publicly disclose results derived from another researcher's unpublished screen without permission in writing from the relevant researcher. User will acknowledge other researchers appropriately if their work has contributed to one of User's papers or presentations. User 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.

Intellectual Property

User agrees that no pre-commitments of intellectual property exist for the project approved to utilize the CCG. User agrees to promptly provide a written statement to milarsen@umich.edu at the CCG if it is determined commitments related to the intellectual property of a project may or do exist. User further agrees to provide a written statement to milarsen@umich.edu at the CCG if and when User plans to pursue any patents relating to the project. Any rights in resulting intellectual property from the project will be decided pursuant to U.S. patent law.

University of Michigan Life Sciences Institute - Center for Chemical Genomics User Agreement

Authorized Users

Access to the CCG will be limited solely to the Principal Investigator and individuals working in his/her lab and under his/her direct supervision, all of whom are required to read and sign this Agreement prior to use of the CCG. This agreement will need to be renewed annually.

Acknowledged and Agreed

Signature of PI	Printed name	Date	Uniqname (for UM) Institutional email (for non-UM)
Primary Appointment	UM Affiliations		
Phone number:			
Signature of Authorized Users	from PI Lab		
1. Signature			
Signature	Printed name	Date	Uniqname (for UM) Institutional email (for non-UM)
2			
2. Signature	Printed name	Date	Uniqname (for UM) Institutional email (for non-UM)
3			
Signature	Printed name	Date	Uniqname (for UM) Institutional email (for non-UM)
4			
4Signature	Printed name	Date	Uniqname (for UM) Institutional email (for non-UM)
5			
5. Signature	Printed name	Date	Uniqname (for UM) Institutional email (for non-UM)
University of Michigan PIs mu	ust provide a shortcode for CCG re	charge:	
	business days to process this form nature page to: rebeps@umich.e		Screen. To expedite this process,

OR you can mail to Rebecca Epstein, 210 Washtenaw Ave. 3358 LSI, University of Michigan, 48109-2216 OR Fax 734-615-9151 (Attn: Rebecca Epstein)