

## **BROAD INSTITUTE CHEMICAL BIOLOGY PLATFORM SCREENING SERVICES AND DATA**

### **SHARING AGREEMENT (DSA)**

If your small-molecule screening application is approved for the Research Objective stated in your BROAD INSTITUTE CHEMICAL BIOLOGY PLATFORM HIGH-THROUGHPUT SCREENING SERVICES APPLICATION, you, the Principal Investigator (and any person that you designate to work on the screening project on your behalf (a "Designee"), will have the opportunity to work with the Broad Institute's Chemical Biology Platform ("BCB Platform") and to participate in the Chemical Biology community of scientists. As part of this community, you will gain access to a shared database of unpublished results and will agree to share with other community members what you learn during the course of your project(s). Clarity on our mutual expectations for how data will be shared and published is essential. This data sharing agreement (DSA) document details policies that aim to use the collective experiences of the Chemical Biology scientists in order to advance your project.

If your project does not require extensive intellectual contribution for assay development or data analysis, we will execute the project in a service mode, not as a research collaboration. In most cases, however, we find that projects benefit from the intellectual contribution of our team for assay development and data analysis, leading to collaboration. Additionally, in some cases, there may be circumstances in which we mutually agree to pursue follow-up chemistry; these activities, which are beyond the scope of the initial screening project, would constitute a research collaboration.

Your project will be screened against the Broad Institute Screening Collection, or, if you are submitting compounds, they will be added to the Screening Collection, a diverse collection of small molecules which includes FDA-approved compounds, natural products, compounds that target specific families of proteins (such as kinases and proteases), and unique compounds contributed by synthetic chemists. The structures of all small molecules in the Broad Institute Screening collection have been or will be publicly disclosed.

### **Benefits to You**

1 If you are a screener (contributor of a biological assay), your project will be screened against the Broad Institute Screening Collection, a diverse collection of small molecules of known purity and structure, thus accelerating potential analog synthesis, or re-synthesis of additional quantities of hits.

2 You will work with a dedicated "chaperone" at the Broad Institute, who will function as your point of contact with the BCB Platform. Your chaperone will help you to create a Development Plan based on the Research Objective, aimed at ensuring that your assay is reflective of the underlying biology and its compatibility with the industry-standard, high-throughput automated robotic systems installed at the Broad Institute in 2008. This Development Plan will help ensure that you understand and agree with the anticipated outcome of the screen and may change as needed as mutually agreed by the BCB platform and the assay provider, during the course of the screening, in order to help meet the Research Objective of the proposal.

3 Through your chaperone you will gain access to our database, which contains all screening data content from other chemists (contributors of chemical compounds) and screeners. The contents of this database allow facile identification of selectivity of hits, and the generation of biological hypotheses from apparently unrelated biological problems. 4 You will gain access to the developers and expert users of the Broad Institute's unique open-source high-throughput image analysis software, *CellProfiler* and *CellProfiler Analyst*. 5 Screening services are offered at cost, however the BCB Platform will work with you to identify funding sources to cover part or all of the costs associated with your screen

### **Terms and Conditions**

*Please review the terms and conditions of this DSA with your institution's technology transfer office and/or sponsored research office prior to signing this agreement.*

### **Data Sharing within the BCB Platform**

Data obtained from my screening project(s), including structures of contributed compounds and screening protocols, will be deposited into a database shared with the community of scientists who sign this agreement concurrent with the completion of the project; data will be delivered to the screener by the BCB Platform upon completion of the screening campaign. I understand that this database is only accessible to other scientists who have deposited compounds and/or screening data and who have also signed the DSA, as well as to the BCB Platform computational science and software development groups. I understand that the BCB Platform encourages contacting contributors of the data if I see an opportunity to collaborate with them.

I agree to hold in confidence all data that I learn, until such data are publicly available (e.g., upon publication or seminar). I understand that I may discuss *non-public* data with members of my laboratory provided that I inform them that the data are confidential and must not be shared with others outside the laboratory until they are publicly available.

The deposit of data into our database does not constitute a public disclosure. In this way, those who deposit data, including myself, can preserve their ability to publish or patent the results of their work if they so choose. However, data deposited in the our database may be moved to the publicly-accessible *PubChem* database as soon as the compound structures and/or screening results are published, or 1 year after compound submission or completion of the screen, whichever is the sooner depending upon the source of funding for the screen.

In accordance with the Development Plan, I understand that follow-up assay data generated by the BCB Platform at the Broad Institute (including without limitation follow-up studies performed by a third party) may be deposited into our database. Follow-up data generated at the Broad Institute may include: (a) analyses performed on primary screening data, including criteria for screening positive selection, and lists of screening positives; (b) any raw data generated from retests and secondary assays performed on compounds in the Broad Institute Screening Collection as part of the screening activity; and (c) analyses performed on data generated from retests and secondary assays, such as dose-response curves and

selectivity metrics. Follow-up data may be used by chemists and screeners to design new chemical structures, to prioritize specific classes of screening positives, to identify screening positives that are active in multiple assays, or to suggest possible mechanisms of action for compounds.

If a dispute arises about the ownership of data or the priority of the discovery of a screening positive, I agree to discuss the dispute with the BCB/Novel Therapeutics Steering Committee and my home institution and participate in good faith in a resolution of the dispute.

### **Patenting of Results**

I will notify the Director of Business Development for the Broad Institute of any intellectual property generated from the results of the Research Objective, so that the BCB Platform may meet its reporting requirements to funding sources.

I acknowledge that BCB personnel and/or other contributors to the project may be co-inventors of any new intellectual property, depending on the degree and extent of their contribution to the screening project, in accordance with U.S. patent law and determined by outside counsel.

I acknowledge that the compounds used in my project were obtained from a variety of sources; therefore, the BCB Platform will determine the origin of any hits arising from this screen to facilitate an appropriate strategy for patent filings.

## **Publications**

In any collaboration, it is important that the collaborating organizations and scientists receive the appropriate acknowledgement and authorship.

I understand that it is my responsibility to acknowledge financial support formally of any work performed on this project in all presentations and publications as required by the funding source (to be determined before screening begins).

I will acknowledge the BCB Platform in any publications or presentations resulting from my screening project at the Broad Institute. Additional acknowledgments or co-authorship may be appropriate, depending on the degree and extent of contribution by others. In cases where significant intellectual contribution has been made to my project (e.g., novel chemistry, assay development, screening strategies, data analysis methods, *etc.*), I agree to consider coauthorship for the appropriate scientists in accordance with scientific and academic custom. If co-authorship is not appropriate, I agree to acknowledge other researchers, as appropriate, if their work has contributed to a paper I write, or a presentation I give. In general, when there is any question about proper attribution, I will contact the Director of the BCB Platform for guidance.

I agree not to publish or to disclose publicly results derived from another researcher's unpublished or undisclosed chemistry or screening results without permission from the appropriate scientist(s) in writing.

Because tracking success of the BCB Platform screening is important to the multiple funding sources and to future funding, I agree to notify BCB Platform if any work performed in the BCB Platform facilities results in a publication.

**A copy of this signed DSA will be provided to the technology transfer office of your home institution.**

**Please note that the Principal Investigator and any Designee must each sign this DSA (see following page).**

***Signature page — BCB Platform Screening Services and Data Sharing Agreement***

**By signing below, you acknowledge and agree to all terms stated in the DSA.**

**Acknowledged and Agreed:**

PRINCIPAL INVESTIGATOR

DESIGNEE

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