**Preamble**

The Chemical Biology Platform at the Leibniz-Forschungsinstitut für Molekulare Pharmakologie (FMP) provides access towards high throughput screening, medicinal chemistry, and cheminformatics support. Further information is provided on the FMP websites, visit <http://www.leibniz-fmp.de/core-facilities/chemical-biology-platform.html>

Your Signature on this form indicates your acceptance of the **AGREEMENT** between you as the Project Leader

|  |  |
| --- | --- |
| Project Leader Title | Klicken Sie hier, um Text einzugeben. |
| Project Leader First name | Klicken Sie hier, um Text einzugeben. |
| Project Leader Last name | Klicken Sie hier, um Text einzugeben. |
| Project Leader Street address | Klicken Sie hier, um Text einzugeben. |
| Project Leader ZIP code | Klicken Sie hier, um Text einzugeben. |
| Project Leader Email | Klicken Sie hier, um Text einzugeben. |
| Project Leader Phone | Klicken Sie hier, um Text einzugeben. |

and your institution responsible for project finances

|  |  |
| --- | --- |
| Institution Name | Klicken Sie hier, um Text einzugeben. |

(both together in the following named **USER)**, and the “Leibniz-Forschungsinstitut für Molekulare Pharmakologie im Forschungsverbund Berlin e.V. (FMP)” (in the following named **CONTRACTOR)**.

**1.1** USER accepts to be supported by the FMP on the basis of a **scientific collaboration** and not on the basis of a fee for service interaction.

**1.2** USER will acknowledge the FMP as contributor as well as “FMP screening collections” as the source of compounds or genomic screening tools in all publications and presentations that make use of the results of this contribution and support. If a **publication** or other public disclosure does result from this collaboration using the screening collections and serving infrastructure, the USER and the served Project Leader agree to inform the CONTRACTOR prior to submission of the manuscript or abstract and name the FMP scientists as co-authors depending on their contribution to the publication. If the USER intends to submit a **patent application** from results originating from this collaboration using the screening collections and serving infrastructure, the USER and the served Project Leader agree to inform the CONTRACTOR prior to submission of the patent. An FMP participation in this patent application depends on the contribution of the FMP scientists and will be discussed between the USER and CONTRACTOR.

**1.3** USER acknowledges that the project can be stopped at any time if evidence arises that the **assay acceptance criteria** – as described in the scientific part of this document – are not met.

**1.4** USER authorizes the FMP to store the **generated data** together with this form in a central archive and to include the data in statistical analysis for quality control purposes. Specific information about project aims, target, or experimental protocols will not be visible to others.

**1.5** USER will declare and give detailed description of all materials falling within **chemical and biological safety regulations** as requested in the organizational part of this document, prior to any initial experiment.

**1.6** USER will cover the **costs** for assay reagents, consumables and access fee for usage of screening collections as well as invested working time of the staff. A quote for estimated costs will be sent to USER by CONTRACTOR after initial tests have been conducted. Support of the project can start as soon USER has placed a regular order based on the quote prepared by the CONTRACTOR. Initial tests will be provided free-of charge.

**2 INDEMNITY AND LIABILITY**

**2.1 Personnel Relationships -** USER shall be responsible for the acts or omissions of all officers, agents and employees participating in the use of the FMP Chemical Biology Platform.

**2.2.** **Product Liability** - To the extent permitted by German law, if USER utilizes the work derived from this Agreement in the making, using, or selling of a product, process or service, then USER hereby agrees to hold harmless and indemnify CONTRACTOR, their officers, agents and employees from any and all liability, claims, damages, costs and expenses, including attorney fees, for injury to or death of persons, or damage to or destruction of property, as a result of or arising out of such utilization of the work by or on behalf of USER, its assignees or licensees.

**2.3 General** **Indemnity** - To the extent permitted by German law, USER hereby agrees to indemnify and hold harmless CONTRACTOR, their officers, agents and employees from any and all liability, claims, damages, costs and expenses, including attorney fees, for injury to or death of persons, or damage to or destruction of property, to the extent such liability, claims, or damages is caused by or contributed to the negligence or intentional misconduct of USER or its employees or representatives during the performance of the work under this Agreement.

**2.4** **Patent and Copyright Indemnity** – To the extent permitted by German law, USER shall fully indemnify the CONTRACTOR and their officers, agents, and employees for infringement of any patent or copyright arising out of any acts required or directed or performed by USER under the Agreement to the extent such acts are not normally performed at the facility.

**2.5** The liability and indemnity provisions in paragraphs B, C and D above shall not apply unless USER shall have been informed as soon as practicable by CONTRACTOR of the suit or action alleging such infringement, and such indemnity shall not apply to a claimed infringement that is settled without the consent of USER unless required by a court of competent jurisdiction.

**2.6 General Disclaimer -** The CONTRACTOR makes no express or implied warranty as to the conditions of the user facility furnished hereunder. In addition, CONTRACTOR and USER make no express or implied warranty as to the research or any intellectual property, generated information, or product made or developed under this agreement, or the ownership, merchantability, or the fitness for the particular purpose of the research or the resulting product; that the goods, services, materials, products, processes, information, or data to be furnished hereunder will accomplish intended results or are safe for any purpose including the intended purpose; or that any of the above will not interfere with privately owned rights of others. The CONTRACTOR and/or USER shall not be liable for special, consequential, or incidental damages attributed to use of such facilities, research or resulting product, intellectual property, generated information, or product made or delivered under this agreement.

**3 REGULATIONS EU-OS ERIC**

**3.1** The USER shall pay a compound replenishment fee for the COMMERCIAL COMPOUNDS of the EU-OS ERIC COMPOUND COLLECTION directly to EU-OS ERIC (detailed information is listed in **ANNEX 2**, attached at the end of this document). The payment shall be completed within four weeks of the effective date of the respective PROJECT AGREEMENT. SPS has the obligation to inform EU-OS ERIC as soon as possible about the effective date on which SPS and the USER have signed the PROJECT AGREEMENT.

**3.2** Regarding the COMMERCIAL COMPOUNDS, both the USER and SPS commit to make (i) primary screening data, (ii) IC50 values (in PRIMARY ASSAY, SECONDARY ASSAYS and COUNTER ASSAY), (iii) dose-response curve data and (iv) assay-related metadata (i.e., assay protocols, reagents, origin of cell lines) publicly available in the European Chemical Biology Database (ECBD). If needed, an embargo period of up to a total of three years can be requested by the USER and SPS, within a time frame of 6 months (this time frame of 6 months will be deducted from the total of 3 years embargo period) from the first notification of the validated hit, to allow for publication and/or filing patent applications to secure intellectual property. The above-mentioned embargo period must be requested through the EUROPEAN CHEMICAL BIOLOGY DATABASE. Upon the occurred embargo period request, all parties (PROVIDER, SPS, EU-OS ERIC and USER) are automatically notified by the EUROPEAN CHEMICAL BIOLOGY DATABASE after the IC50 values of the PRIMARY ASSAY have been generated. Data will automatically be uploaded in the public domain after 6 months passed without notification.

**3.3** SPS shall keep all ASSAY data, concerning the COMMERCIAL COMPOUNDS, confidential until data publication in the ECBD (both with or without 3-year embargo period) according to this paragraph, however, communication with USER (bound by the same confidentiality obligations) is allowed. Data not published in the ECBD shall be kept confidential by SPS for maximum 5 years unless agreed otherwise with the USER. SPS is responsible for the commitment by all of its representatives, employees, advisors, affiliates, and sub-contractors, if any, of the terms and conditions of this confidentiality obligation.

**3.4** Regarding the ACADEMIC COMPOUNDS, both the USER and SPS commit to make (i) primary screening data, (ii) IC50 values (in PRIMARY ASSAY, SECONDARY ASSAYS and COUNTER ASSAY), (iii) dose response curve data and (iv) assay-related metadata (i.e., assay protocols, reagents, origin of cell lines) publicly available in the ECBD. If needed, an embargo period of up to a total of three years can be requested by the USER and SPS, within a time frame of 6 months (this time frame of 6 months will be deducted from the total of 3 years embargo period) from the first notification of the validated hit, to allow for publication and/or filing patent applications to

secure intellectual property. The embargo period has to be requested in written form from EU-OS ERIC, and EU-OS ERIC will grant the embargo period upon receipt of the request by the USER and SPS. The request of an embargo period shall be communicated to EU-OS ERIC within four weeks after the IC50 values of the PRIMARY ASSAY have been generated. Data will automatically be in the public domain after four weeks passed without notification.

**3.5** SPS shall keep all ASSAY data, concerning the ACADEMIC COMPOUNDS, confidential until data publication in the ECBD (both with or without 3-year embargo period) according to 3.3.2. However, communication with USER (bound by the same confidentiality obligations) is allowed. Data not published in the ECBD shall be kept confidential by SPS for maximum 5 years unless agreed otherwise with the USER. SPS is responsible for the commitment by all of its representatives, employees, advisors, affiliates, and sub-contractors, if any, of the terms and conditions of this confidentiality obligation. SPS and the USER shall keep all information regarding the activity of the ACADEMIC COMPOUNDS confidential unless agreed otherwise with the PROVIDER or its duly authorised representative. SPS and USER are responsible for the commitment by all of its representatives, employees, advisors, affiliates, and sub-contractors, if any, of the terms and conditions of this confidentiality obligation.

**3.6** Both SPS and the USER commit to use the ARIA PROJECT PORTAL for tracking the USER PROJECT. EU-OS ERIC shall provide SPS and the USER with free access to the ARIA PROJECT PORTAL.

**3.7** Both the USER and SPS shall acknowledge EU-OS ERIC for using the EU-OS ERIC COMPOUND COLLECTION in publications and/or communication activities that contain data which are based on the EU-OS ERIC COMPOUND COLLECTION using the following sentence: “The USER/SPS acknowledges EU-OS ERIC for providing its COMPOUND COLLECTION for the presented scientific work.”

**3.8** If applicable, both the USER and SPS shall acknowledge EU-OS ERIC for providing project funding for the USER PROJECT.

**3.9** The USER will be responsible for samples and reagents sent by the USER to the SPS.

**ANNEX 2**

**Compound replenishment fee for the COMMERCIAL COMPOUNDS of the EU-OS ERIC COMPOUND COLLECTION**

The USER shall pay, according to clause 3.3.1 of this Agreement, a compound replenishment fee for the COMMERCIAL COMPOUNDS of the EU-OS ERIC COMPOUND COLLECTION directly to EU-OS ERIC (i.e. the current fees are: 0,2 € per compound for academic USERS from EU-OS ERIC member countries; 0,3 € per compound for academic USERS from EU-OS ERIC observer countries; 0,4 € per compound for academic USERS from EU-OS ERIC non-member countries; and 0,42 € per compound for USERS from industry irrespective of the country). Within the framework of EU-OS ERIC non-profit operation, EU-OS ERIC reserves the right, after discussion with the PARTNER SITE FORUM, to review the pre-mentioned fees on a regular basis and may decide whether these fees should be modified according but not limited to the following facts (in the case of change in the current fees, the new updated prices are announced to PARTNER SITE FORUM via a formal letter and can also be found on [EU-OPENSCREEN website](https://www.eu-openscreen.eu/participate/access-for-biologists-assay-providers.html#c2151).):

- costs of COMMERCIAL COMPOUNDS purchased by EU-OS ERIC.

- allocation of the COMMERCIAL COMPOUNDS of the EU-OS ERIC COMPOUND COLLECTION to USERS coming from different countries (i.e EU-OS ERIC member countries, EU-OS ERIC observer countries, EU-OS ERIC non-member countries, USERS from industry irrespective of the country) and thus different incoming fees.

- in extraordinary circumstances when a single screening campaign requires more than 2 μL of 10 mM solution of the compound which is the standard amount of an aliquot of the commercial part of the EU-OS ERIC COMPOUND COLLECTION for one screening campaign as described in 2.1, then the replenishment fee may require an adjustment according to the amount of compound used which exceeds the 2 μL of 10 mM concentration.

**DEFINITIONS**

**EU-OPENSCREEN ERIC (EU-OS ERIC)** is the institution handling the EU- OPENSCREEN ERIC COMPOUND COLLECTION (EU-OS ERIC COMPOUND COLLECTION), distributing it to the SPS within the EU-OPENSCREEN NETWORK for screening purposes, allocates user projects to SPS and tracks the performance of these projects.

**EFFECTIVE DATE** shall be the date on which the last of both Parties have signed this Agreement.

**USER PROJECT** shall be a scientific undertaking carried out by SPS and USERS within the framework of EU-OS ERIC using the EU-OPENSCREEN ERIC COMPOUND COLLECTION for a screening campaign.

**PROJECT AGREEMENT** shall mean an agreement concluded by and between SPS and the respective USERS who carry out the USER PROJECT concerned.

**COMMERCIAL COMPOUNDS** are commercially available compounds bought by EU-OS ERIC and added to EU-OPENSCREEN ERIC COMPOUND COLLECTION.

**ACADEMIC COMPOUNDS** are proprietary compounds sourced by EU-OS ERIC from any organization, any legal entity, any individual or its authorized representative and added to EU-OPENSCREEN ERIC COMPOUND COLLECTION.

**USERS** are external assay providers that use the EU-OS ERIC COMPOUND COLLECTION to screen assays at an EU-OPENSCREEN Partner Site.

**PROVIDER(S)** shall mean any organization, any legal entity, any individual or its authorized representative providing ACADEMIC COMPOUNDS to the EU- OPENSCREEN COMPOUND COLLECTION.

The **PARTNER SITE FORUM** comprises one representative from each Partner Site. It advises and provides feedback to the Director General and the Assembly of Members. The objective of this forum is to take into consideration, and to protect the interests of, the SPS within the consortium.

**EU-OPENSCREEN ERIC COMPOUND COLLECTION (EU-OS ERIC COMPOUND COLLECTION)** is a screening collection comprising COMMERCIAL COMPOUNDS as well as ACADEMIC COMPOUNDS.

**EU-OPENSCREEN NETWORK (EU-OS ERIC NETWORK)** comprises the EU- OPENSCREEN ERIC and the SPS.

The **EUROPEAN CHEMICAL BIOLOGY DATABASE (ECBD)** is EU-OPENSCREEN ERIC’s open access database, in which structural information of commercial and proprietary compounds, BIOPROFILING results and primary screening data will be published under the conditions set forth in this Agreement. The same data will also be made available in the ChEMBL database in parallel.

**ASSAY(s)** shall mean bioassay(s) in which a procedure is carried out containing experiments for determining the biological activity of COMPOUND(s) by measuring one or multiple effect(s) on a biomolecule, an organism, a tissue, a cell line or a biological model compared to control compounds.

**PRIMARY ASSAY** is the first assay performed in the screening campaign. The purpose of the primary assay is to identify hits, which are potentially biologically active chemical entities.

**SECONDARY ASSAYS** are the additional assays following the confirmatory stage to confirm the biological activity of chemical entities via a different type of assay or to eliminate certain active compounds based on their mechanism of action, toxicity or activity profile. SECONDARY ASSAYS can also include selectivity and specificity assays.

**COUNTER ASSAY** is the assay run to eliminate those hits from the primary and confirmatory assay stages that are not of interest.

**ASSAY READY PLATE** is the screening plate containing a small aliquot of the compound to be screened, sufficient for a single ASSAY.

**FOREGROUND INTELLECTUAL PROPERTY** means Intellectual Property resulting directly from and authored, conceived, developed, reduced to practice or otherwise created during the performance of this Agreement.

**ARIA PROJECT PORTAL** is the on-line platform/portal managed by EU-OS ERIC where the USER PROJECT is submitted and is being tracked by SPS and the USER.

**Date/ Signature (USER/ Project Leader):**

**Date/ Signature (USER/ Institution):**

Before signing you are requested to discuss all matters related to this agreement with the head of the ‘Screening Unit’, Dr. Jens Peter von Kries, who can be contacted by phone: +49 (0) 30-9406-2982, fax: -2922 or e-mail: kries@fmp-berlin.de.

**ORGANIZATIONAL PART**

**Desired screening target shortcut name** (consecutive short word, like “hsp70”, letters & numbers only, 4 to 8 chars):

|  |
| --- |
| Klicken Sie hier, um Text einzugeben. |

Will be used for naming the data archive

**Collaboration partners** (please indicate the contact information of all people that are allowed to receive results or that are involved in setting up the assay):

|  |  |  |
| --- | --- | --- |
| Name | email | phone |
| Klicken Sie hier, um Text einzugeben. | Klicken Sie hier, um Text einzugeben. | Klicken Sie hier, um Text einzugeben. |
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| Klicken Sie hier, um Text einzugeben. | Klicken Sie hier, um Text einzugeben. | Klicken Sie hier, um Text einzugeben. |

**Biosafety**

Please declare if biosafety regulations apply to the biological materials provided.

|  |  |
| --- | --- |
| No | |
| Yes | The project leader declares that the provided cell lines:  Klicken Sie hier, um Text einzugeben.  are safe to be handled at biosafety level 1 (S1).  For laboratories located in Germany only:  Gentechnik-Anlagennummer: Klicken Sie hier, um Text einzugeben.  Bundesland der genehmigenden Behörde: Hessen |
|  | The project leader declares that the provided cell material is free of mycoplasma or other infectious agents and contaminants. |

**In case of cell lines**

Please enter recommended handling guidelines for the provided cell lines.

**In case of genetically modified cell lines**

Please provide detailed description including construct drawings and selection conditions.

|  |
| --- |
| Klicken Sie hier, um Text einzugeben. |

\*Copy and paste vector map picture here\*

**In case of iPSC–derived or primary cells**

Please enter the source (institution, vendor) and contact.

|  |
| --- |
| Klicken Sie hier, um Text einzugeben. |

**Transfer of materials**

|  |  |
| --- | --- |
| Carrier | Your customer number |
| Klicken Sie hier, um Text einzugeben. | Klicken Sie hier, um Text einzugeben. |

With the carrier customer number we can send you proteins and compounds on dry ice

**SCIENTIFIC PART – SMALL MOLECULE SCREENING**

**Project aims**

Klicken Sie hier, um Text einzugeben.

Please indicate whether you search either for activators or inhibitors or for both. Inform also whether the identified molecules shall be used as tool compounds or build a starting point for a drug discovery project, and what type of experiment is planned after screening for hit validation.

**Literature describing the screening target**

|  |  |
| --- | --- |
| Reference | PubMed Abstract ID |
| Klicken Sie hier, um Text einzugeben. | Klicken Sie hier, um Text einzugeben. |

**Known molecules**

If there are any molecules known in the literature that are active against this target, please indicate a few of those that might be useful for validating the assay.

|  |  |
| --- | --- |
| CAS-Number | PubMed Abstract ID |
| Klicken Sie hier, um Text einzugeben. | Klicken Sie hier, um Text einzugeben. |
| Klicken Sie hier, um Text einzugeben. | Klicken Sie hier, um Text einzugeben. |
| Klicken Sie hier, um Text einzugeben. | Klicken Sie hier, um Text einzugeben. |

The CAS-Number can be derived from a structural search on [www.chemspider.com](http://www.chemspider.com), known biological activities can be derived from a target name search on <https://www.ebi.ac.uk/chembl/>

**Plate preparation protocol:**

Please describe in detail how assay reagents should be prepared and used for creating the assay plates. Indicate volumes to be pipetted or dispensed and all final component concentrations as well as incubation times. Describe handling of components in regard to their stability (proteins, fluorescent dyes).

|  |
| --- |
| Klicken Sie hier, um Text einzugeben. |

**Signal detection protocol:**

**Literature describing signal detection method**

|  |  |
| --- | --- |
| Reference or URL | PubMed Abstract ID |
| Klicken Sie hier, um Text einzugeben. | Klicken Sie hier, um Text einzugeben. |

**Sketch proteins/elements involved in signal detection**

Include a schematic drawing or picture how the biological activity generates the assay readout (also indicate excitation and emission wavelength and bandwidth). Please also indicate how positive and negative control signals are generated (usage of small molecules, omitting assay components like substrate or enzyme, genetic constructs)

\*Copy and paste picture here\*

**EU-OS ERIC COMPOUND COLLECTION**

|  |  |  |  |
| --- | --- | --- | --- |
| Compound Collection | | Library Plate ID´s | # 384 plates |
|  | Pilot Library, subset of Bioactives | B1001-B1007 | 7 |
|  | Fragment Library | F1008-F1011 | 3 |
|  | Pilot Library, subset of Commercial Diversity Set | C1109-C1115 | 7 |
|  | Commercial, complete Commercial Diversity Set | C1011-C1290 | 280 |
|  | Academic compounds |  |  |

**Assay acceptance criteria and workflow:**

**DMSO-Tolerance:**

The assay system should tolerate DMSO-concentrations up to 1% (for cell-based screens 0.1%).

**Z´-factor determination:**

A 384 well plate containing 192 positive controls and 192 negative controls is measured. The Z´-factor must be > 0.5. You can use the Z´-factor calculation tool on our website (<http://www.screeningunit-fmp.net/tools/z-prime.php>).

For further information about the Z´-factor see:

Zhang JH, Chung TD, Oldenburg KR, *A simple statistical parameter for use in evaluation and validation of high throughput screening assays.* J Biomol Screen. 1999;4(2):67-73

**Failure rate:**

After initial quality control, no more than 20% of the measured plates shall have to be re-measured. An initially failed plate can be repeated, but to a maximum of 3 repetitions.

**Ingredient stability:**

For biochemical assays, the ingredients (e.g. proteins, buffers) shall be stable at room temperature for at least 2 hours, with less than 30% activity loss.

**Pilot screen hit rate:**

Up to 10 plates are measured in the pilot screen at 10 µM compound concentration. In the absence of any z-score based primary hit the screening campaign is stopped (assay sensitivity too low). In the case of high hit rates above 5 %, the compound concentration is reduced (assay specificity too low). The pilot screen serves to establish the assay protocol, data evaluation and the test for robustness of the assay against compound-induced measurement artifacts (as frequently caused by cytotoxicity, auto-fluorescence or aggregation).

**Scheduling:**

This form should arrive at least 3 month before the first experimental steps are planned.