



Division of Advanced Research
Technologies

High Throughput Biology
Laboratory

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[DATE]
[NAME]
[ADDRESS]
[CITY, STATE, ZIP]

Data Sharing Agreement for the NYU High Throughput Biology Laboratory

Upon approval of your screening Application attached as Exhibit "A" ("Screening Application") by the New York University School of Medicine High Throughput Biology Laboratory ("NYUSM"), NYUSM will offer you the opportunity to screen siRNAs from different sources, provided you and "INSTITUTION" specified below as "INSTITUTION" agree to the following:

1. You agree to deposit your screening protocol(s) and the data obtained from your screening project(s) in the internal NYUSM database in a timely manner, as your screens are completed. You understand that this database is accessible only to facility staff and screeners who have deposited screening information.
2. You agree to hold in confidence all data that you learn, download or print from the NYUSM database until such data is publicly available. You understand that you may discuss NYUSM data with members of your laboratory provided that you inform such individuals that the data is confidential and must not be shared with others outside the laboratory until such data is publicly available.
3. You agree to share follow-up data with NYUSM, including criteria for hit selection, lists of screening positives, and cherry picks for entry into the internal NYUSM database. Follow-up data may be used by screeners to prioritize specific classes of hits, or identify hits that are active in multiple assays.
4. You agree that the data in the internal NYUSM databases may be examined for purposes of statistical comparison of the number of hits in 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 identities of your hits are not also released. NYUSM will endeavor to inform you when such information, abstracted from your screen(s) is made public.
5. You agree that all data submitted by you will be made publicly available on NYUSM's website after screening results are published or two (2) years after screening is completed, whichever is sooner. Upon written request by you at least one (1) month before publication/release of the raw data, NYUSM will delay the release of your data for up to one (1) year, or until

publication, whichever is sooner. You and INSTITUTION will inform us if you pursue any patents relating to the screening project(s). You and INSTITUTION agree that rights in resulting intellectual property will be decided pursuant to U.S patent law. You will not publish or publicly disclose results derived from another researcher's unpublished screen without written permission and will acknowledge other researcher's and NYUSM as academically appropriate in all papers or presentations.

6. NYUSM hereby excludes any and all warranties, implied or express, including warranties of MERCHANTABILITY or FITNESS FOR A PARTICULAR PURPOSE or of non-infringement of patents, copyrights or other proprietary rights. In no event shall NYUSM be liable for direct, indirect, special, incidental or consequential damages. You and INSTITUTION will indemnify and hold NYUSM harmless from any claims or liability resulting from the use of the NYUSM database by you.

7. You and INSTITUTION agree that you and INSTITUTION have no pre-existing obligations or Agreements that will affect your use and provision of information under this Agreement and will not subsequently enter into any agreements inconsistent with you and INSTITUTION's obligations hereunder.

8. Upon notification that your Screening Application and pilot screen have been approved you will pay NYUSM a nonrefundable screening fee in the amount of_____.

9. This Agreement shall be governed by the laws of the State of New York.

If you and INSTITUTION agree with the above conditions, please sign and date this letter in the space provided below.

Very truly yours,

NEW YORK UNIVERSITY SCHOOL
OF MEDICINE

AGREED:

Screener

Principal Investigator

Printed Name: _____

Printed Name: _____

Date: _____

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