

OPEN INNOVATION DRUG DISCOVERY PROGRAM

开放创新药物研发项目与材料转让协议

AND MATERIAL TRANSFER AGREEMENT

This Open Innovation Drug Discovery Program and Material Transfer Agreement (the “**Program Agreement**”) is effective on the date of last signature of the parties who agree to the following terms and conditions.

本《开放创新药物研发项目与材料转让协议》（“**项目协议**”）自各方同意达成下列条款并最终签署之日起生效。

I. PARTIES The parties to this Program Agreement are: Eli Lilly and Company and its affiliates, having its principal offices at Lilly Corporate Center, Indianapolis, IN 46285 (“**Lilly**”) and the institution executing this Program Agreement (“**Institution**”).

一. **各方** 本项目协议的各方为：美国礼来制药公司及其附属公司，其总部位于美国印第安纳州印第安纳波利斯市礼来公司中心，邮编 46285（“**礼来**”），以及执行本项目协议的机构（“**机构**”）。

II. BACKGROUND

二. 背景

A. Lilly is engaged in the research, development, manufacture and marketing of pharmaceutical products and is interested in further development of compounds suitable for use as pharmaceutical products. Lilly has established an Open Innovation Drug Discovery Program to promote opportunities for collaborations with select institutions.

A、礼来致力于药品的研发、生产和营销，并且密切关注用于药品生产的化合物的进一步开发。礼来已经建立了一个开放创新药物研发项目，促进与所选机构之间进行合作。

B. Institution is interested in participating in the Open Innovation Drug Discovery Program.

B、机构对参与开放创新药物研发项目感兴趣。

III. DEFINITIONS

三. 定义

A. “**Affiliates**” shall mean a corporation, firm, partnership or other entity which directly or indirectly controls, is controlled by, or is under common control with a party.

A、“**附属公司**”是指直接或间接控制一方，被一方控制或被一方共同控制的公司、商行、合伙企业或其他实体。

B. “**Affiliation Coordinator**” shall mean the individual employed by and selected by the Institution to allow creation of Affiliation Submitter accounts and have general overview

B、“**联合协调人**”是指机构雇佣和选择的个人，可以创建联合提交人账户，并对开放创新药物研发项目中的联合活动总体把控。

of the affiliation activity in the OIDD Program.

C. **Affiliation Submitter(s)** shall mean one or more individuals employed by and selected by the Institution to submit Structural Information and Material through the OIDD Program platform.

D. **“Biological Panel”** shall mean the collection of biological assays including the Open Innovation Drug Discovery Panel and the Not-for-Profit Research Panel.

E. **“Chemical Structure”** shall mean the chemical name and/or structure of the Material.

F. **“Informatics Profile”** shall mean results from the Informatics Screening diversity evaluation and the results from the *in silico* calculations and evaluations of physical properties and molecular descriptors.

G. **“Informatics Screening”** shall mean the diversity evaluation, *in silico* calculations and evaluation of physical properties and molecular descriptors based upon the Structural Information supplied by an Authorized User.

H. **“Institution”** shall mean the entity identified below on the signature page, including the Affiliation Coordinator, the Affiliation Submitter(s), and persons working under their direction and control.

I. **“Material”** shall mean a physical sample of the compound or mixture of compounds corresponding to the Structural Information for which Lilly has requested for evaluation in the OIDD Program.

J. **“Not-for-Profit Research Panel”** shall mean a biological assay or a collection of biological assays performed by or for a Not-for-Profit Organization. Assays may be

C、“**联合提交人**”是指机构雇佣和选择的一名或多名个人，可以通过开放创新药物研发项目平台提交结构信息和材料。

D、“**生物板块**”是指生物测定群组，包括开放创新药物研发板块和非营利研究板块。

E、“**化学结构**”是指材料的化学名称和 / 或结构。

F、“**信息学简况**”是指信息学筛查多样性评价结果，以及物理性质和分子描述符的计算机模拟计算和评价结果。

G、“**信息学筛查**”是指根据授权用户提供的结构信息，对物理性质和分子描述符的多样性评价、计算机模拟计算和评价。

H、“**机构**”是指下文签署页指定的实体，包括联合协调人、联合提交人以及他们指挥和控制的个人。

I、“**材料**”是指在开放创新药物研发项目中，礼来要求评价的结构信息所对应的化合物或几种化合物组成的混合物的实体样本。

J、“**非营利研究板块**”是指由非营利性组织进行的、或者为非营利性组织进行的一项或一系列生物测定。可使用旨在评估生物活性的体外实验法和 / 或计算机模拟模型进行测定。基于科学原因或商业

conducted using *in vitro* experimental methods and/or *in silico* computer models designed to assess biological activity. Assays may be added to or deleted from the Not-for-Profit Research Panel for scientific reasons or business reasons. Any such changes will be communicated to Affiliation Submitters and the Institution via the OIDD Site.

K. “Open Innovation Drug Discovery Panel” shall mean a biological assay or a collection of biological assays performed by or for the Open Innovation Drug Discovery Program. Assays may be conducted using *in vitro* experimental methods and/or *in silico* computer models designed to assess biological activity. Assays may be added to or deleted from the Open Innovation Drug Discovery Panel for scientific reasons or business reasons. Any such changes will be communicated to Affiliation Submitters and the Institution via the OIDD Site.

L. “Open Innovation Drug Discovery Program or OIDD Program” shall mean the Informatics Screening; requests, submissions, and handling of the Material; and use of the Materials in the Research including the Open Innovation Drug Discovery Panel Structure Reveal Letter, and the Not-for-Profit Research Panel as defined in this Program Agreement.

M. “OIDD Site” or “OIDD Website” shall mean the Open Innovation Drug Discovery website and application software maintained by or for Lilly and presently located at openinnovation.lilly.com.

N. “Research” shall mean the performance by Lilly and the Affiliation Submitter including the evaluation of the Structural Information and Material as further defined in Section IV, RESEARCH below.

原因，可在非营利研究板块中添加测定或者从中删除。应通过开放创新药物研发项目网站，通知联合提交人和机构任何此类变化。

K、“开放创新药物研发板块”是指由开放创新药物研发项目进行的、或者为之进行的一项或一系列生物测定。可使用旨在评估生物活性的体外实验法和 / 或计算机模拟模型进行测定。基于科学原因或商业原因，可在开放创新药物研发板块中添加测定或者从中删除。应通过开放创新药物研发项目网站，通知联合提交人和机构任何此类变化。

L、“开放创新药物研发项目或 OIDD 项目”是指信息学筛查；材料的请求、提交和处理；以及在研究中材料的使用，包括本项目协议中定义的开放创新药物研发板块结构披露函和非营利研究板块。

M、“OIDD 站点”或“OIDD 网站”是指礼来维护的或者为礼来维护的开放创新药物研发网站，目前网址为 openinnovation.lilly.com。

N、“研究”是指礼来和联合提交人的行为，包括评价结构信息和材料，在下文第四节〈研究〉中进一步定义。

O. **“Report”** shall mean the Research Results and other information as identified by Lilly provided to the Affiliation Submitter.

P. **“Research Results”** shall mean all results generated from the Research including the Structural Information, the Informatics Profile and all summarized results from the Biological Panel for the Material, if submitted.

Q. **“Research Tools”** shall mean additional individual research, related offerings or opportunities for the Affiliation Submitter administered via the OIDD Site. Such additional opportunities *may* include, by way of example only, virtual modeling, synthetic opportunities and resources, and biological resources.

R. **“Structural Information”** shall mean the information, in whatever form, identifying a compound or mixture of compounds submitted by an Affiliation Submitter to the OIDD Program for Informatics Screening. The Structure Information should not include the Chemical Structure of the Material.

S. **“Structure Reveal Letter”** shall mean written notification by Lilly to the Affiliation Submitter and/or Institution requesting the Chemical Structure and related information of a Material.

IV. RESEARCH

A. An Affiliation Submitter may submit Structural Information for one or more compounds or mixtures of compounds for Informatics Screening to generate the Informatics Profile. Lilly will provide the Affiliation Submitter with the Informatics Profile.

B. Lilly may request the Affiliation Submitter provide a physical sample (the

O、“报告”是由礼来确定指提供给联合提交人的研究结果，以及其他信息。

P、“研究结果”是指研究所得的所有结果，包括结构信息、信息学简况，以及材料生物板块的所有总结结果（如果得到提交）。

Q、“研究工具”是指通过 OIDD 网站管理的、向联合提交人提供的额外单独研究、相关供给品或机会。此类额外机会可能包括（举例如下）虚拟建模、合成机会和资源以及生物资源。

R、“结构信息”是指联合提交人向 OIDD 项目提交的用于信息学筛查的化合物或化合物组成的混合物的识别信息（不论以何种形式）。结构信息不应包括材料的化学结构。

S、“结构披露函”是指礼来向联合提交人和 / 或机构发送的、请求材料化学结构和相关信息的书面通知。

四、研究

A、一名联合提交人可以提交一种或多种化合物或由化合物组成的混合物的结构信息，进行信息学筛查，以生成信息学简况。礼来将向联合提交人提供信息学简况。

B、礼来可以请求联合提交人提供一种或多种化合物或由化合物组成的混合物的实物样本（“材

“Material”) of one or more compounds or mixture of compounds for further evaluation in the Open Innovation Drug Discovery Program.

C. The Affiliation Submitter shall have sole discretion whether or not to supply the Material to Lilly for further evaluation in the OIDD Program.

D. If the Affiliation Submitter agrees to provide the Material for evaluation in the OIDD Program, the Affiliation Submitter shall make reasonable efforts to provide the Material in quantities necessary (at least 3-5 mg) to perform the Research along with any relevant information required to perform the testing contemplated under this Program Agreement. The Material should be greater than 80% pure as determined by current state of the art analysis.

E. After receipt of the Material from the Affiliation Submitter, Lilly will diligently evaluate the Material in the Open Innovation Drug Discovery Panel to provide single point results from one or more of the biological assays. Lilly, at its discretion, may evaluate the Material in one or more of the corresponding follow-up assays if the Material is deemed sufficiently active based upon the single point results. Lilly may request the Affiliation Submitter submit additional compounds or analogs for evaluation in the OIDD Program. Any such submission of additional compounds or analogs shall be at the Affiliation Submitter's sole discretion. If submitted, the additional compounds or analogs shall be considered Material(s).

F. Lilly may provide Material to one or more Not-for-Profit Organizations for evaluation in one or more Not-for-Profit Research Panels. As they become available, Lilly will notify Affiliation Submitters of the

料”)，以供在开放研究药物研发项目中进行进一步评估。

C、联合提交人应全权自主决定是否向礼来提供材料，用于在 OIDD 项目中进一步评估。

D、如果联合提交人同意提供材料在 OIDD 项目中进行评价，联合提交人应尽力提供进行研究所需的必要数量的材料（至少 3~5mg），以及进行本项目协议计划测试所需的任何相关信息。经最新工艺分析确定，材料的纯度应大于 80%。

E、收到联合提交人提供的材料后，礼来将尽力在开放创新药物研发板块中评价材料，经过一项或一系列生物测定提供单点结果。如果根据单点结果可以判断材料具有足够活性，礼来可以自行决定在多项或后续测定中评价材料。礼来可以请求联合提交人提交额外化合物或类似物，在 OIDD 项目中进行评价。联合提交人可以自行决定是否提交额外化合物或类似物。如若提交，额外化合物或类似物应被视为材料。

F、礼来可以将材料提供给一个或多个非营利组织，在一个或多个非营利研究板块中评价。有此类非营利组织时，礼来将通过 OIDD 网站通知联合提交人，为非营利组织指定或由非营利组织指定的系列测定也一并通知。

availability of such Not-for-Profit Organizations and the collection of assays specified for or by the Not-for-Profit Organization through the OIDD Site.

G. Lilly will diligently provide the Affiliation Submitter the Report, which includes all the Research Results generated at that time. The Report may be revised and/or updated as additional Research Results become available to Lilly.

H. As part of the Research, Lilly in a written Structure Reveal Letter may request the Affiliation Submitter provide the Chemical Structure for the Material to OIDD personnel.

I. After receipt of the Structure Reveal Letter, the Affiliation Submitter in her/his sole discretion may provide the Compound Structure for the Material or Materials within fourteen (14) days to be considered by Lilly for further research opportunities.

J. From time to time Lilly at its sole discretion may offer additional Research Tools to the Affiliation Submitter for use in the Open Innovation Drug Discovery Program. The Research Tools shall be identified and provided to the Affiliation Submitter via the OIDD Site.

K. Lilly, at its discretion, will manage and coordinate the Research including the Informatics Screening, request for Material, the Biological Panel, Research Tools, Other Offerings, and the Structure Reveal Letter via the OIDD Site. In addition, all other communications from Lilly to the Institution, Affiliation Coordinator and/or Affiliation Submitter will be transmitted through the OIDD Site unless specifically notified by Lilly in writing to the contrary.

G、礼来将尽量向联合提交人提供报告，报告中包括当时所得的全部研究结果。礼来获得其他研究结果时，可以修订和 / 或更新报告。

H、作为研究的一部分，礼来可以在书面结构披露函中请求联合提交人向 OIDD 人员提供材料的化学结构。

I、收到结构披露函后十四（14）天内，联合提交人自行决定，可以提供材料或多种材料的化合物结构，以供礼来纳入进一步研究机会的考虑。

J、礼来可以自行决定不定时向联合提交人提供额外研究工具，以供其在开放创新药物研发项目中使用。研究工具应通过 OIDD 网站进行确定并提供给联合提交人。

K、礼来可以自行决定，通过 OIDD 网站，管理并协调包括信息学筛查在内的研究，请求材料、生物板块、研究工具、其他供给品和结构披露函。此外，礼来与机构、联合协调人和 / 或联合提交人的所有其他通讯均通过 OIDD 网站进行传输，除非礼来特别书面通知将另行安排。

V. COMPLIANCE WITH ANTI-BRIBERY LAWS

By signing this Program Agreement, Institution agrees that Lilly has not entered into this Program Agreement in order to influence any decision regarding Lilly's products, in particular decisions regarding reimbursement, pricing, registration, prescribing or purchasing decisions, or to otherwise influence any pending or future Lilly business. Institution further agrees that Lilly has not given, offered, promised, or authorized, and will not give, offer, promise, or authorize, any payment, benefit, or gift of money or anything else of value, directly or through a third party, to any official or employee of Institution for purposes of influencing any act or decision of such individual in his/her official capacity, inducing such individual to do or omit to do any act in violation of the individual's duty, inducing the individual to use the individual's official influence to affect or influence an act or decision of the government, or to secure any improper advantage in order to assist in obtaining or retaining business for Lilly as it relates to this Program Agreement.

VI. MATERIAL TRANSFER; SHIPPING AND INTERNATIONAL SHIPPING

A. The Affiliation Submitter will package, label, and ship Material in compliance with applicable laws, as reasonably requested by Lilly and at Lilly's expense. More information concerning the required procedures for shipping Material shall be available on the OIDD Site and the Affiliation Submitter shall comply with the shipping guidelines provided on the OIDD Site at the time Lilly requests the Material.

B. When shipping Material to Lilly for Research, the Affiliation Submitter agrees to

五、遵守反贿赂法

通过签署本项目协议，机构同意：礼来订立本项目协议不是为了对关于礼来产品的任何决定施加影响，尤其是关于给付、定价、注册、处方或购买的决定，也不是为了对礼来的任何待定或预期业务施加影响。机构进一步同意：礼来未曾且将来也不会直接或通过第三方向机构的任何官员或员工给予、提供、承诺或授权任何报酬、好处、金钱或其他贵重物品，从而影响该官员或员工利用职务之便做出任何行为或决定、诱导此人违背职务职责实施或不实施任何行为、引诱此人利用公职影响力影响政府的行为或决定或者牟取不正当利益，从而帮助礼来获得或保持与本项目协议相关的业务。

六、材料转让；运输和国际运输

A、应礼来合理请求，并由礼来承担费用，联合提交人将按照适用法律包装、标记并运输材料。OIDD 网站上有运输材料所需程序的更多详情，当礼来请求材料时，联合提交人应遵照 OIDD 网站上提供的运输指南。

B、运输材料给礼来用于研究时，联合提交人同意承担运输途中材料丢失或损坏的风险。如果材料在

assume all risk for any Material that is lost or damaged while in transit. Should any Material be lost or damaged while in transit, the Affiliation Submitter will be provided the opportunity to submit replacement Material for Research.

C. If any Material is being transferred across international boundaries, the Affiliation Submitter and/or the Institution may need to communicate with applicable governmental agencies for any regulations which may apply to the export of pharmaceutical materials from its country. Institution is responsible for determining whether an export/import license or any other approval is required by law for shipping Material to Lilly for the Research and fulfillment of such requirements. Should Institution require further assistance with shipping, it must notify Lilly by electronic mail at the following address: openinnovation@lilly.com and include subject line: "Shipping Question". Compliance with laws and regulations in connection with the shipment of Material and Research shall be the sole obligation of the Institution and the Institution assures Lilly that the Material shall be shipped for Research in compliance with the applicable laws and regulatory requirements.

D. The Affiliation Submitter agrees not to submit Material that is derived from natural products protected by:

- 1) CITES (the Convention on International Trade in Endangered Species of Wild Fauna);
- 2) The government of the country where the natural product was collected; or
- 3) The government of the country in which the Institution is based.

运输中丢失或损坏，联合提交人可以提交替代的研究材料。

C、如果材料需要跨境运输，联合提交人和 / 或机构可能需要根据该国适用的制药材料出口条例，与合适的政府机构沟通。机构应负责确定根据法律，运往礼来的研究材料是否需要出口 / 进口许可或任何其他批准，并负责满足此类要求。如果机构需要运输方面的进一步帮助，必须通过以下电子邮箱通知礼来：openinnovation@lilly.com，并在邮件主题栏中包括：“运输问题”。机构应全权负责按照法律法规的规定进行材料运输和研究，机构向礼来保证，按照适用法律和监管要求运输用于研究的材料。

D、联合提交人同意不提交源自受以下保护的天然产品的材料：

- 1) CITES（濒危绝种野生动植物国际贸易公约）；
- 2) 天然产品收集国政府；或者
- 3) 机构所在国政府。

VII. LILLY'S USE OF MATERIALS

A. As consideration of Affiliation Submitter sending Material to Lilly, Lilly agrees:

B. to use the Informatics Profile solely to select Materials for further biological evaluation in the Biological Panel and/or identify opportunities for collaboration and licensing, in the absence of any Chemical Structure and other information;

C. to use the Material solely for the Research;

D. to generate Research Results from the Research and to provide the Affiliation Submitter the Report including the Research Results;

E. that the Institution shall own the Research Results;

F. not to use the Material in processes for making marketed products or for any commercial use;

G. not to sell or distribute the Material to any third party except as permitted by this Program Agreement; however, for the avoidance of doubt, it is understood that Material may be supplied to a Not-for-Profit Organization in accordance with this Program Agreement;

H. not to use the Material on human subjects;

I. to limit access to the Material, and/or Research Results, to Lilly employees, and to consultants or contractors working with Lilly who are bound to terms and conditions at least

七、礼来对材料的使用

A、鉴于联合提交人向礼来发送材料，礼来同意：

B、在缺少任何化学结构和其他信息的情况下，将信息学简况仅用于选择材料，以在生物板块中进行进一步生物评价和 / 或确定是否有合作和许可的机会；

C、将材料仅作研究使用；

D、从研究中获得研究结果，向联合提交人提供包括研究结果在内的报告；

E、机构应拥有研究结果；

F、不将材料用于制造在售产品或任何商业用途；

G、不将材料销售或分发给任何第三方，除非本项目协议允许；然而，为避免疑义，可按照本项目协议提供材料给非营利组织；

H、不将材料用于人体；

I、仅礼来的员工以及与礼来合作的顾问或承包商可以接触材料和 / 或研究结果，且此类顾问或承包商受到至少与本项目协议具有同等限制性的条款和条件的约束。

as restrictive as this Program Agreement;

J. that no Lilly employee, consultant or contractor working with the Material will attempt to determine the chemical structure of the Material, or otherwise alter its composition except as may be necessary to generate the Research Results;

K. to maintain the same degree of security with respect to this Material, and data generated from Informatics Screening and Research as is maintained by Lilly for its own confidential, proprietary, and valuable material;

L. to comply with all United States federal and state rules, regulations and guidelines applicable to the use or transfer of the Material, including without limitation, the International Traffic in Arms Regulations (ITAR) and the Export Administration Regulations, and to assume full responsibility for any claims or liabilities which may arise as a result of Lilly's use or possession of the Material other than as a result of Institution's gross negligence or willful misconduct;

M. that the distribution of the Material to Lilly does not constitute a representation on the part of Institution that the possession or use of the Material will not infringe any patent or proprietary rights of any third party; and

N. that the parties acknowledge that Lilly may currently or in the future independently, without the use of Material, develop compounds similar or identical to Material.

J、除非生成研究结果所需，礼来的员工、顾问或承包商不得尝试测定材料的化学结构，或者改变其成分；

K、对于该材料以及信息学筛查和研究生成的数据，所使用的安全级别与礼来自身的机密、专有和贵重材料保持相同；

L、遵守美国联邦和州所有关于使用或转让材料的适用规章、条例和指南，包括但不限于国际武器贸易条例（ITAR）和出口管理条例，并且，除机构的重大过失或故意不良行为之外，承担因礼来使用或拥有材料引起的任何索赔或债务责任。

M、向礼来分发材料，并不表示机构方已作出声明，拥有或使用材料不会侵犯任何第三方的专利或所有权；并且

N、各方承认：礼来现在或将来可以在不使用该材料的情况下，独自开发与材料相似或相同的化合物。

VIII. REPRESENTATIONS AND WARRANTIES

A. Lilly hereby represents that, to the best of its knowledge, the data and information in

八、声明与保证

A、礼来特此声明：据礼来所知，向机构提供的报告中的数据与信息均准确属实。

the Report provided to the Institution will be accurate and what it purports to be.

B. LILLY MAKES NO EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE OPEN INNOVATION DRUG DISCOVERY PROGRAM AND/OR THE OIDD SITE. LILLY MAKES NO EXPRESS OR IMPLIED WARRANTY AS TO THE ACCURACY OF THE REPORT ON THE MATERIALS PROVIDED TO THE INSTITUTION INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE DATA PROVIDED.

C. LILLY AGREES THAT THE MATERIAL IS BEING SUPPLIED WITH NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR THAT THE MATERIAL WILL NOT INFRINGE ANY PATENT, COPYRIGHT, TRADEMARK OR OTHER PROPRIETARY RIGHTS.

D. Except to the extent prohibited by law, Lilly assumes all liability for damages which may arise from its use, storage or disposal of the Material provided **however, that Lilly does not assume liability for Material supplied to any Not-for-Profit Organization.** Institution will not be liable to Lilly for any loss, claim, or demand made by Lilly, or made against Lilly by any other party, due to or arising from the Material, except to the extent permitted by law when caused by the gross negligence or willful misconduct of Institution.

E. Institution represents that it has the right to enter into this Program Agreement.

B、关于开放创新药物研发项目和 / 或 OIDD 网站，礼来未做明示或默示保证。礼来未对提供给机构的材料报告作出明示或默示保证，包括但不限于在提供的资料中对适销性或适合特定用途的默示保证。

C、礼来同意：提供材料时，没有明示或默示保证，包括任何有关适销性或适合特定用途的保证，或者任何有关材料将不会侵犯任何专利、版权、商标或其他所有权的保证。

D、除非法律禁止，礼来承担所有因其使用、储存或处置所提供材料而引起的所有赔偿责任，**然而，礼来对提供给任何非营利组织的材料不承担责任。**由礼来提出的、或由任何其他方向礼来提出的，由于材料或因材料引起的任何损失、索赔或要求，机构对此不向礼来承担责任，除非是因机构重大过失或故意不良行为所引起的法律责任。

E、机构声明：机构有权订立本项目协议。

F. Institution warrants and represents, with respect to any Material it submits under this Program Agreement, that it shall comply with all national and local laws regarding access, use and export of the Material.

F、关于机构在本项目协议中提交的任何材料，机构保证并声明：机构将遵守关于接触、使用和出口材料的所有国家和地方法律。

IX. CONFIDENTIALITY

九、保密

A. Lilly shall keep any information received from Affiliation Submitter pursuant to this Open Innovation Drug Discovery Program, including but not limited to the Research Results as communicated to Affiliation Submitter, and any supporting data and Chemical Structural and related information as it relates to the Material (“Confidential Information”) secret and confidential as is maintained by Lilly for its own confidential, proprietary, and valuable material, but in no event less than a reasonable degree of care, and shall not disclose to any person or make known in any manner any part of the Research Results as relates to the Material without the prior written consent of Institution. Furthermore, Lilly shall not use any of the foregoing for any purpose other than to evaluate a possible business relationship with Institution. Such obligations of confidentiality and non-use shall commence on the date that Confidential Information is submitted to Lilly, and shall continue for five (5) years from that date.

A、对于根据开放创新药物研发项目从联合提交人处获得的任何信息，包括但不限于，传达给联合提交人的研究结果，以及与材料有关的任何支持性资料、化学结构和相关信息（“机密信息”），礼来应将其保密，和礼来自身的机密、专有和贵重材料同等保存，在任何情况下均不得疏于保存，并且未经机构事先书面同意，不得将与材料有关的研究结果的任何一部分透露给任何人或以任何方式公布。此外，除了评估与机构可能的业务关系之外，礼来不得将前述任何部分用于任何目的。保密和不使用的义务自机密信息提交给礼来之日起，并从该日起持续五（5）年。

B. Notwithstanding the foregoing, Lilly may disclose Confidential Information to a limited number of authorized support individuals including contractors necessary to manage the OIDD Site who may have access to the location that stores the molecular structures of the submitted compounds and such individuals are bound by the terms of confidentiality and use contained herein.

B、尽管有以上规定，礼来可以将机密信息透露给有限人数的授权支持人员，包括管理 OIDD 网站所必需的承包商，他们有权接触已提交化合物的分子结构的存储位置，此类人员受此处的机密和使用条款的约束。

C. In addition, after the Affiliation

C、此外，作为对结构披露函的回应，联合提交人

Submitter provides the Chemical Structure and other information to the Open Innovation Drug Discovery Program in response to the Structure Reveal Letter, a limited number of Lilly employees and contractors each on a need-to-know basis may be given access to the Chemical Structure, the Informatics Profile, and the Research Results for further evaluation. These individuals shall not use any of the foregoing for any purpose other than to evaluate a possible business relationship with Institution and are bound by the terms of confidentiality and use contained herein.

D. The above obligations of confidentiality shall not apply to the Confidential Information which:

1. was known to Lilly or any of its affiliates prior to receipt, as evidenced by Lilly's competent documentary records;
2. was in the public domain or generally accessible prior to receipt;
3. entered the public domain or became generally accessible after receipt for reasons other than Lilly's breach of this Program Agreement;
4. was made available to Lilly or any of its affiliates at any time by an authorized third party who did not obtain the same, directly or indirectly, from the Institution;
5. is independently developed by or for Lilly or any of its affiliates without use of, reliance upon, or reference to the Confidential Information, as evidenced by Lilly's competent documentary records; or
6. is required to be disclosed by applicable statute or regulation or by judicial or administrative process, in

提供化学结构和其他信息给开放创新药物研发项目后，有限数量的礼来员工和承包商，每人只在有必要知晓的情况下，才有权接触化学结构、信息学简况和研究结果，以进行进一步评价。除了评估与机构可能的业务关系之外，这些人员不得将前述任何部分用于任何目的，这些人员受此处的机密和使用条款的约束。

D、以上保密义务不适用于以下情况的机密信息：

- 1、经礼来的有效文件记录证实，在收到之前，礼来或任何其附属公司已知该信息；
- 2、收到之前，已在公共领域或者通常可以获取；
- 3、不因礼来违反本项目协议，在收到后进入公共领域或者通常可以获取；
- 4、礼来或任何其附属公司在任何时候从一个授权的第三方获得了该信息，而该第三方没有从机构直接或间接获得该信息；
- 5、经礼来有效文件记录证实，该信息是在没有使用、依靠或参考机密信息的情况下，独立地由或为礼来或任何其附属公司开发的；或者
- 6、适用法规或条例或司法或行政程序要求披露该信息，在这种情况下，礼来将立即书面通知机构，以便机构寻求保护令或其他适当的补救措施，礼来

which case Lilly will provide prompt written notice to allow Institution to seek a protective order or other appropriate remedy, will disclose only such information as is legally required, and will use reasonable efforts to assist Institution in obtaining confidential treatment for such disclosures.

将仅披露法律要求的信息，并将尽力帮助机构为该披露获得保密处理。

X. INTELLECTUAL PROPERTY

A. Lilly agrees that all of Institution's existing intellectual property rights in the Material will remain with the Institution except as set forth by this Program Agreement unless agreed otherwise by the parties in writing. Lilly is not indicating that it agrees that the Material was not previously known to Lilly.

B. Institution agrees Lilly may have existing intellectual property rights in the Material as a result of Lilly's independent research and as evidenced by Lilly's competent documentary records Lilly's competent documentary records may demonstrate that the Material was previously known to Lilly or independently developed by or for Lilly without the use of Material.

C. The parties agree that this Program Agreement shall not impact the determination of inventorship of any compound that was known to Lilly, as evidenced by Lilly's competent documentary records.

十、知识产权

A、礼来同意：除本项目协议另有规定之外，机构对材料的既有知识产权仍归机构所有，除非各方另有书面同意。礼来并未表明其认同此前该材料不为礼来所知。

B、机构同意：礼来可能对材料拥有既有的知识产权，这可能是礼来的独立研究成果，并经礼来的有效文件记录证明。礼来的有效文件记录可能证明该材料此前已为礼来所知，或者该材料是在不使用该材料的情况下，独立地由或为礼来开发的。

C、各方同意：经礼来的有效文件记录证明为礼来已知的任何化合物，其发明权的确定不应受本项目协议的影响。

XI. LICENSE AND OPTION

A. Institution certifies to its reasonable knowledge at the time of signing this Program Agreement that subject to any retained rights of any relevant government entity, it has the right to grant and Institution shall grant an

十一、许可和选择权

A、在签署本项目协议时，机构据其自身知识证明：受制于任何相关政府实体的任何保留权力，机构有权授予，并且机构应将排他选择权授予给礼来，但是该授予是以机构自行决定按照结构披露函向礼来提供材料的化合物结构为条件，并受制于第

exclusive option to Lilly, but which grant is conditioned upon Institution at its sole discretion providing Lilly the Compound Structure for the Material pursuant to a Structure Reveal Letter, and also subject to Section XII, PUBLICATION. The exclusive option shall be for the right to negotiate an agreement including but not restricted to a compound purchase agreement, a license agreement, or a research collaboration agreement for further research and development of Material (collectively the “Research Opportunities”). The option shall expire sixty (60) days (the “Option Period”) after Lilly has received the Compound Structure for the subject Material from Institution pursuant to a Structure Reveal Letter. The option may be exercised by Lilly in writing at any time prior to its expiration. The option period may be extended by mutual written agreement of the parties. Any agreement executed pursuant to the exercise of the option granted hereunder shall be negotiated in good faith within one hundred eighty (180) days (the “Negotiation Period”) after Lilly has exercised the option. The Negotiation Period may be extended by mutual agreement of the parties as long as they continue negotiating in good faith. The parties acknowledge that if Institution elects not to submit the Chemical Structure, or if the parties have not completed a compound purchase, license or collaboration agreement within the Negotiation Period (or any extension thereof), then the option no longer exists and Institution shall have no further obligations to Lilly with respect to the Material.

B. If Lilly elects the option to a license agreement, any such license agreement shall contain terms consistent with Institution policy for an exclusive, sublicenseable, worldwide license from Institution to make, use, offer for sale, sell and import Material under any

十二节〈发表〉。排他选择权应是协商协议的权利，包括但不限于，化合物购买协议、许可协议，或者为了进一步研究和开发材料的研究合作协议（共同称为“研究机会”）。收到机构按照结构披露函发送的材料化合物结构六十（60）天后，选择权到期（“选择权”）。在选择权到期前，礼来可以在任何时间书面行使选择权。经各方互相书面协议，可延长选择权有效期。在礼来行使选择权后一百八十（180）天（“协商期”）内，应诚意协商根据行使所授予的选择权而执行的任何协议。只要各方继续诚意协商，经各方互相同意，可延长协商期。各方承认：如果机构选择不提交化学结构，或者如果各方未在协商期（或任何延期）内达成化合物购买、许可或合作协议，则选择权不再存在，并且机构在该材料方面不再对礼来有进一步义务。

B、如果礼来选择签订许可协议，则任何此类许可协议应包含符合机构政策的条款，使机构能发出排他的、可再许可的、全球范围的许可，允许对该材料进行生产、使用、发售、销售和进口，并且依照以合理商业条件行使此许可所需的、那时由机构所有或控制的任何知识产权。根据各方协商同意的许

intellectual property owned or controlled at that time by Institution required to practice such license on commercially reasonable terms. The license agreement agreed to pursuant to the negotiations conducted by the parties hereunder shall contain provisions reasonable and customary to an agreement of this type.

C. If Lilly elects the option to enter into a research collaboration agreement, the parties shall discuss in good faith the terms and conditions of such an agreement and shall endeavor to reach a mutually acceptable set of terms and conditions to govern such research collaboration agreement, including terms and conditions related to funding, scope and intellectual property created during the course of such research.

D. Institution reserves for itself and other non-profit research and academic institutions the non-exclusive rights to use the Material and Research Results subject to the above agreements for academic, educational, and scholarly non-commercial research purposes.

E. The above notwithstanding, after the Material is evaluated in the Not-for-Profit Research Panels, the Institution may be contacted by a representative for the Open Innovation Drug Discovery Program on behalf of the Not-for-Profit Organization and be afforded the opportunity on a compound-by-compound basis, to participate in further research with the Not-for-Profit Organization, which participation shall be at the Institution's sole discretion. If the Institution elects to participate, the Not-for-Profit Organization may request that the Affiliation Submitter share the Compound Structure Research Results and other physical data, as available, for the Material and for permission for further research and evaluation of Material. In

可协议应包括此类协议合理惯常的规定。

C、如果礼来选择订立研究合作协议，各方应诚意探讨此协议的条款和条件，并努力达成互相接受的条款和条件，以指导此研究合作协议，包括与资金、范围和研究期间创造的知识产权有关的条款和条件。

D、机构为自身和其他非营利研究和学术机构保留非排他权，可在以上协议的限制下，将材料和研究结果用于学术、教育和学者非商业研究目的。

E、尽管有上述规定，材料经非营利研究模块评价后，开放创新药物研发项目的非营利组织代表可能会联系机构，向其提供基于个案化合物的、与非营利组织共同参与进一步研究的机会，机构可以自行决定是否参与。如果机构选择参与，非营利组织可能会请求联合提交人分享材料的化合物结构研究结果和其他物理数据（如有），并请求允许进一步研究和评价材料。此外，如果机构和非营利组织同意合作开发材料，机构应相应通知礼来。机构和非营利组织应协商此协议的条款。然而，为避免疑义，礼来可以继续对材料的研究，除非机构或非营利组织特别书面通知礼来停止。

addition, if the Institution and the Not-for-Profit Organization agree to collaborate to develop the Material, the Institution shall notify Lilly accordingly. The terms for any such agreement shall be negotiated between the Institution and the Not-for-Profit Organization. However for the avoidance of doubt, Lilly may continue to perform Research on the Material unless the Institution or the Not-for-Profit Organization specifically notifies Lilly to the contrary in writing.

XII. PUBLICATION

A. Institution is free to publish the data and Research Results obtained from Lilly generated from the Research for any Material whose Chemical Structure is not requested in writing in a Structure Reveal Letter and for which the exclusive option described in Section XI, LICENSE AND OPTION is not triggered.

B. Affiliation Submitter and/or Institution shall acknowledge the Open Innovation Program and/or a Not-for-Profit Organization for the support and source of any results generated for the Material in an assay in the Panel that is disclosed in the publication.

C. However if Lilly requests the Chemical Structure of a Material in a Structure Reveal Letter and the Affiliation Submitter agrees to provide such information and supporting data for the Material, thereby triggering the option described in Section XI, LICENSE AND OPTION, then the Affiliation Submitter agrees to keep the Research Results confidential during the Negotiation Period. In addition, Affiliation Submitter agrees to keep the Chemical Structure and related data, if not already publicly disclosed, confidential and shall delay publication of said data for sixty (60) days after the receipt of the Report of the

十二、发表

A、对于任何材料，若未通过书面结构披露函请求其化学结构，且未引发第十一节〈许可和选择权〉中的排他选择权，机构可以自由发表从礼来获得的、由研究生成的数据和研究结果。

B、对于在发表中披露的板块测定获得的任何材料结果，联合提交人和 / 或机构应向开放创新项目和 / 或非营利组织的支持和来源致谢。

C、然而，如果礼来在结构披露函中请求材料的化学结构，并且联合提交人同意提供材料的信息和支持性资料，由此引发第十一节〈许可和选择权〉所述的选择权，那么联合提交人同意在协商期内对研究结果保密。此外，如果尚未公开披露，联合提交人同意对化学结构和相关数据保密，并应在收到研究报告后延迟六十（60）天发表所述数据，如果礼来或机构考虑保护与材料有关的任何潜在知识产权，联合提交人同意合理延长此延迟期，条件是总延迟时间不超过自机构收到报告后九十（90）天。

Research and to extend such delay period as reasonably necessary for Lilly or Institution to consider actions to preserve any potential intellectual property rights related to the Material, provided such total delay does not exceed ninety (90) days from institution's receipt of the Report.

D. Institution agrees that Lilly may perform population-based computational analyses of submitted, accepted, or active compounds as a group, including assessment of molecular properties and structural features of those groups, so long as these analyses and methods do not allow identification of individual structures, the Institutions, or the Affiliation Submitters that submitted such structures. Such analyses may, from time-to-time, be disclosed publically.

D、机构同意礼来可以对已提交的、已接受的或活性的化合物成组进行以群体为基础的计算分析，包括评价这些组的分子属性和结构特征，只要这些分析和方法不识别单个结构、机构或者提交此类结构的联合提交人。可以不时公开披露此类分析。

XIII. TERM

A. The term of this Program Agreement shall begin on the date of last signature by the parties and shall continue until:

1. the termination of the Open Innovation Drug Discovery Program by Lilly upon thirty (30) days written notice to Institution;
2. termination by Lilly upon thirty (30) days written notice to Institution;
3. replacement with a revised Program Agreement signed by the parties; or
4. the termination of Institution's participation in the Open Innovation Drug Discovery Program and this Program Agreement by thirty (30) days written notice to Lilly.

十三、期限

A、本项目协议的期限自各方最后签署之日开始，并应持续至：

1. 礼来书面通知机构终止开放创新药物研发项目三十（30）天后；
2. 礼来书面通知机构终止三十（30）天后；
3. 各方签署替代的修订项目协议；或者
4. 机构书面通知礼来终止参与开放创新药物研发项目和本项目协议三十（30）天后。

B. In any such termination, the provisions of this Program Agreement shall continue to survive with respect to any Material then held by Lilly, but the parties shall not transfer any new Material hereunder. Upon termination of this Program Agreement, Lilly shall, at Institution's written request, destroy any remaining Material and if requested shall confirm such destruction in writing to Institution. Execution of this Program Agreement automatically terminates any Open Innovation Drug Discovery Program Material Transfer Agreement previously entered into between Institution and Lilly.

B、发生任何此类终止后，本项目协议的规定仍继续适用于礼来当时持有的材料，但各方不得再转让新材料。终止本项目协议时，在机构书面请求下，礼来应销毁剩余的材料，并且若收到请求，应向机构就销毁进行书面确认。执行本项目协议自动终止机构和礼来之前订立的任何开放创新药物研发材料转让协议。

XIV. NOTICE

A. Any written notice required to be provided to Lilly under this Program Agreement shall be provided to the Lilly Open Innovation Drug Discovery support team or by electronic mail delivery to openinnovation@lilly.com (subject line: "Written notice for legal team").

A、本项目协议项下要求向礼来提供的书面通知，应提供给礼来开放创新药物研发支持团队，或者发送至以下电子邮箱 openinnovation@lilly.com（主题栏：“致律师团队的书面通知”）。

B. Any written notice required to be provided to Institution shall be provided to the email address listed on Institution's counterpart signature page with a copy to the relevant Affiliation Submitter if indicated on the Institution's profile on the OIDD Site.

B、任何需要向机构提交的书面通知，应发送至机构签署页所列的电子邮箱，如果 OIDD 网站上的机构简况中含有相关联合提交人邮箱，也应抄送至联合提交人。

XV. MISCELLANEOUS

A. Institution shall be responsible for and supply to each Affiliation Submitter affiliation codes and any special instructions required by Institution (i.e., relevant policies of the Institution). Each Affiliation Submitter as part of his or her registration for the OIDD Site will acknowledge that this Program Agreement governs the Open Innovation Drug Discovery Program and will be required to agree to Lilly's Terms of Use for the OIDD Site, which

十四、通知

A、机构应负责向每个联合提交人提供联合代码，以及机构要求的任何特殊说明（即，机构的相关政策）。作为注册 OIDD 网站的一部分，每个联合提交人承认开放创新药物研发项目受本项目协议管理并同意礼来的 OIDD 网站使用条款，OIDD 网站可能会不时对其更新。机构代表其本身及其联合提交人同意妥善使用 OIDD 网站，并遵守发表在 OIDD 网站上的 OIDD 网站使用条款。

may be updated from time to time. Institution, on behalf of itself and for its Affiliation Submitter(s) agrees to use the OIDD Site in good faith and in compliance with the Terms of Use for the OIDD Site as published on the OIDD Site.

B. Institution at its discretion will approve use of the OIDD Site by its Affiliation Submitters and may request that Lilly revoke the rights of any of its Affiliation Submitters.

C. Lilly at its discretion may revoke the rights to use the OIDD Site by any Institution, Affiliation Coordinator, or Affiliation Submitter if Lilly determines that any such use is abusive or improper.

D. Institution shall have the status of an independent contractor under this Program Agreement and nothing in this Program Agreement shall be construed as authorization for either party to act as agent for the other. Lilly shall not incur any liability for any act or failure to act by employees of Institution and Institution shall not incur any liability for any act or failure to act by employees of Lilly.

E. Neither party shall use the name of the other party without express written permission from the other party except as required by law.

F. Neither party may assign its rights and obligations under this Program Agreement without the prior written consent of the other. Notwithstanding the foregoing, Lilly shall have the right to assign this Program Agreement to an affiliate and/or to any successor in interest to which this Program Agreement relates.

G. This Program Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof and supersedes all prior agreements and

B、机构可自行决定批准其联合提交人使用 OIDD 网站，并可要求礼来撤销其任一联合提交人的使用权。

C、若礼来认定为滥用或不当使用，其可自行决定撤销任一机构、联合协调人或联合提交人使用 OIDD 网站的权利。

D、机构应作为本项目协议下的独立承包商，且本项目协议的任何内容不可被解释为授权任一方担任另一方的代理。礼来不承担由机构员工行为或未尽事宜所招致的任何责任，且机构不承担由礼来员工行为或未尽事宜所招致的任何责任。

E、在无另一方书面许可的情况下，任一方均不得使用另一方的名称，除非另有法律规定。

F、任一方均不可在无另一方事先书面同意的情况下，转让其在本项目协议下的权利和义务。尽管有以上规定，礼来公司应有权将本项目协议转让至其任一附属公司和 / 或与本项目协议相关的权益继承人。

G、本项目协议构成双方之间关于本协议主题的全部协议，并取代双方之间先前的所有关于本协议主题的书面或口头协议。

understandings between the parties, whether written or oral, relating to the subject matter hereof.

H. The Terms of Use for this OIDD Site shall be construed consistent with this Program Agreement and any provision in this Program Agreement that is not consistent with the Terms of Use shall supersede the conflicting provision in the Terms of Use.

I. No provision of this Program Agreement can be waived or amended except by means of a written instrument that is validly executed on behalf of both of the Parties and that refers specifically to the particular provision or provisions being waived or amended.

J. Each party agrees that, should any provision of this Program Agreement be determined by a court of competent jurisdiction to violate or contravene any applicable law or policy, such provision will be severed or modified by the court to the extent necessary to comply with the applicable law or policy, and such modified provision and the remainder of the provisions hereof will continue in full force and effect.

K. This Program Agreement may be executed in one or more counterparts by the parties by signature of a person having authority to bind the party, each of which when executed and delivered by electronic transmission, or by mail delivery, will be an original and all of which shall constitute but one and the same Program Agreement.

L. This Agreement is written in English and Chinese bilingual format and may be executed in one or more copies by the parties by signature of the legal representative of the party or applying company seal, each of which

H、OIDD 网站使用条款的解释应与本项目协议一致，如果使用条款中有与项目协议冲突的条款，则项目协议条款须取代使用条款中的冲突条款，以项目协议条款为准。

I、本项目协议的任何条款不得豁免或更改，除非缔约双方依法执行特别豁免或更改某个或多个条款的书面文据。

J、各方同意，倘若本项目协议的任一条款被具有司法管辖权的法院判定为侵犯或违反任何适用的法律或政策，将由法院视程度终止或修改该条款，直至符合适用法律或政策，而经修订的条款及其余条款将继续具有充分效力及作用。

K、本项目协议可通过一份或多份对等件、由各方的一名由有权约束该方的人士签名后生效，其中每一份在生效并通过电子传输或邮寄递送之后，都构成同一份项目协议。

L、本协议以英文和中文双语格式书写，并可通过一份或多份副本、由各方通过该方法代表的签名或盖公司的印章后生效，其中每一份在生效并通过邮寄或亲手递送后，都将成为一份原件，且所有各份将构成同一份协议。倘若英文和中文版本的协议

when executed and delivered by mail delivery or hand, will be an original and all of which shall constitute but one and the same Agreement. **In the event of inconformity, discrepancies and disputes between the English and Chinese versions of the Agreement, the English version shall prevail.**

之间出现不一致、差异及争议，以英文版本为准。

IN WITNESS WHEREOF, the parties have executed this Program Agreement.

兹证明，各方已签署本项目协议。

INSTITUTION SIGNATURE TO OPEN INNOVATION DRUG DISCOVERY PROGRAM AND PROGRAM AGREEMENT

开放创新药物研发项目与项目协议机构签名

If Institution wishes to participate in the Open Innovation Drug Discovery Program, it will need to complete this counterpart signature page, obtain all required signatures and return one (1) fully executed copy via electronic transmission to Lilly Open Innovation Drug Discovery Program, support team or by electronic mail delivery to openinnovation@lilly.com(subject line: "New MTA").

如果机构希望参与开放创新药物研发项目，其需要填写本对等签字页、获取所有必需的签名，并通过电子传输向礼来开放创新药物研发项目及支持团队交还一（1）份完全生效的副本，或发送电子邮件至 openinnovation@lilly.com（主题栏：“新MTA”）。

The undersigned Institution hereby agrees to the terms of the Open Innovation Drug Discovery Program and the Program Agreement with Eli Lilly and Company.

以下签署机构特此同意开放创新药物研发项目以及与美国礼来制药公司项目协议之条款。

NAME OF INSTITUTION:

机构名称:

By: _____ (Signature)

由: _____ (签字)

Authorized Representative

授权代表

Name: _____

姓名: _____

Date: _____

日期: _____

Title: _____

职位: _____

Email address: _____

电子邮箱: _____

Affiliation Coordinator of Institution to coordinate participation in Open Innovation Drug Discovery Program, and receive notices and information updates:

机构的联合协调人协调参与开放创新药物研发项目，并接收通知和信息更新：

Name:	
Title(s):	
Address:	
Email:	
Telephone:	

姓名:	
职位:	
地址:	
电邮:	
电话:	

By signing this Program Agreement as an Affiliation Coordinator for the Institution to coordinate participation in the Open Innovation Drug Discovery Program, I understand and agree that my name, email address, and phone number will be displayed on the OIDD Site and will be available to view by all global users of this OIDD Site.

作为机构的一名联合协调人，通过签署该项目协议，协调参与开放创新药物研发项目，我理解并同意将本人的姓名、电子邮件及电话号码公布于 OIDD 网站，并可供该 OIDD 网站上的所有全球用户查看。

By: _____

Date: _____

Affiliation Coordinator of the Institution

由: _____

日期: _____

机构联合协调人

(Next page is Lilly signature page)

(下一页为礼来公司签字页)

ELI LILLY AND COMPANY

美国礼来制药公司

By: _____

由: _____

Title: _____

职位: _____