PHENOMICS DISCOVERY INITIATIVE

CONSORTIUM AGREEMENT

PARTIES:

(1) **THE UNIVERSITY OF DUNDEE**, a registered Scottish charity, No: SC01096, having its principal office at 149 Nethergate, Dundee, DD1 4HN ("DUNDEE"); and

(2) **THE CHANCELLOR MASTERS AND SCHOLARS OF THE UNIVERSITY OF OXFORD**, whose administrative office is at University Offices, Wellington Square, Oxford, OX1 2JD ("OXFORD"); and

(3) **THE UNIVERSITY COURT OF THE UNIVERSITY OF EDINBURGH**, a charitable body registered in Scotland under registration number SC005336, incorporated under the Universities (Scotland) Acts whose main administrative office is at Old College, South Bridge, Edinburgh, EH8 9YL ("EDINBURGH"); and

(4) **JANSSEN RESEARCH & DEVELOPMENT**, a division of Janssen Pharmaceutica NV, a business corporation organized and existing under the laws of Belgium, having a place of business at Turnhoutseweg 30, 2340 Beerse, Belgium ("JPNV").

BACKGROUND:

(A) **DUNDEE** has received a capital award of eight million pounds sterling (£8,000,000) from the Scottish Funding Council ("Award") for the purposes of purchasing equipment to be used for a new venture to facilitate the identification of new pharmaceuticals to tackle complex human diseases (the venture will be referred to as the "UK-National Phenotypic Screening Centre").

(B) The UK-National Phenotypic Screening Centre involves the collaboration of OXFORD and EDINBURGH, with OXFORD to receive certain equipment from DUNDEE as part of the Award.

(C) The terms and conditions governing the supply and intended use of equipment provided for under the Award, and the terms relating to payment of monies received by DUNDEE and due to EDINBURGH and OXFORD arising from performance of the PDI Consortium (as defined below), shall be contained in a separate agreement between the Academic Participants for the UK-National Phenotypic Screening Centre ("UK-NPSC Consortium Agreement"). Such UK-NPSC Consortium Agreement shall not conflict with the terms of this Agreement.

(D) The UK-National Phenotypic Screening Centre is intended to be used primarily by the academic research community for grant funded projects.

(E) The Industry Participant, along with other key pharmaceutical sector companies who join the PDI Consortium through execution of a Form of Accession for New Industry Participants, wish to access the UK-National Phenotypic Screening Centre and collaborate with the Academic Participants for mutual benefit by way of a public-private consortium. Such collaboration is intended to address the sector’s challenge of discovering clinically successful drugs that perturb complex human diseases by developing and validating clinically-relevant phenotypic assays for complex human diseases, using reference compounds and assays made available by the Participants and with the aim of
subsequently making validated assays publically available. This public-private consortium between the Participants shall be referred to as the PDI Consortium ("PDI Consortium"). For the avoidance of doubt, the PDI Consortium is not intended by the Participants to be a drug discovery consortium.

(F) The PDI Consortium aims to collaborate and share the costs, data and knowledge between the Academic Participants and Industry Participant(s) to develop phenotypic assays, identify compounds useful in the validation of such assays and discover relevant biology that further validates such assays.

(G) The Participants now wish to define their rights and obligations with respect to the carrying out of the PDI Consortium on the following terms and conditions.

TERMS AND CONDITIONS

It is hereby agreed as follows:

1. Interpretation

The following definitions and rules of interpretation apply in this Agreement.

1.1. Definitions:

Academic Assay

Means a Phenotypic Screening Assay contributed as Background by an Academic Participant (and/or an Associate Participant) and used in a Consortium Project or developed by an Academic Participant (and/or an Associate Participant) in performance of a Consortium Project.

Academic Participant

Means individually DUNDEE, OXFORD and EDINBURGH and any New Academic Participants, collectively referred to as the “Academic Participants”.

Affiliate(s)

Means any business entity which controls, is controlled by, or is under the common control of an Industry Participant. For the purposes of this definition, a business entity shall be deemed to control another business entity if it owns, directly or indirectly, in excess of 50% of the voting interest in such business entity or the power to direct the management of such business entity.

Agreement

Means this consortium agreement and the Schedules annexed hereto and forming part of this consortium agreement.

Aims and Objectives

Means the specific aims and deliverables that the Participants wish for the PDI Consortium to achieve as set out under Schedule 1.

Annotated Compound Library

Means the library containing compounds with known preferential selectivity toward a single protein target or selectivity toward a small cluster of related protein targets as contributed by the Participants during the Term excluding the Diversity Compound Library. The structures of the Annotated Compound Library compounds are in the public domain.
Associate Participants

Means academic organisations or small and medium entities ("SMEs") that provide In-kind Contributions to the PDI Consortium, but are not an Academic Participant or an Industry Participant and are not entitled to have representatives on the Board who have accessed to the PDI Consortium Agreement through execution of the Form of Accession for Associate Participants.

Background

Means all Material, Know-How and Intellectual Property, including any information, materials, techniques, methods or software (regardless of the form of medium in which they are disclosed or stored) subsisting therein, which is: (i) owned or controlled by a Participant prior to the date such a Participant joined the PDI Consortium; or (ii) is otherwise independently generated by a Participant outside of the PDI Consortium without the benefit of any disclosure or provision under this Agreement; and which is used or otherwise made available by Participants for use in the PDI Consortium.

Board

Means the executive group appointed by the Participants in accordance with Clause 10.

Business Day

Means a day other than a Saturday, Sunday or public holiday in Belgium, England, Scotland and the United States.

Commencement Date

Means the date of the last signature of this Agreement.

Confidential Information

Means Background, Consortium Results, Private Screen Results and any other information, including but not limited to data, techniques, protocols, assays, any business, financial, commercial or technical information as well as any apparatus, module, sample, material or prototype (or part thereof), disclosed by one Participant to another Participant in connection with the PDI Consortium or this Agreement and which, except for Consortium Results and Private Screen Results, has been marked "confidential", or when disclosed orally, has been identified as confidential at the time of disclosure and has been confirmed and designated in writing within thirty (30) days from oral disclosure and also marked with "confidential", irrespective of the medium in which such information or data is contained.

Consortium Compounds

Means the Annotated Compound Library and Diversity Compound Library that includes the Consortium Compound Material and Consortium Compound Information thereof provided by a Participant to DUNDEE for use by the Participants in the PDI Consortium in accordance with Clause 13.

Consortium Compound Foreground

Means any data and information generated using the Consortium Compounds.

Consortium Compound Information

Means the non-confidential information provided with the Consortium Compounds and that does not constitute Background.
<table>
<thead>
<tr>
<th>Consortium Compound Material</th>
<th>Means the physical samples of the Consortium Compounds.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Consortium Project</td>
<td>Means an individual research project approved by the Scientific Committee to be conducted under the PDI Consortium in accordance with Clauses 2.1.1, 2.1.2 and 11.</td>
</tr>
<tr>
<td>Consortium Results</td>
<td>Means any and all Material, information, data, Consortium Compound Foreground, results, methods, processes, Know-How, inventions, discoveries and modifications, including the Intellectual Property subsisting therein, which are generated in the performance of a Consortium Project by an Academic Participant and/or an Associate Participant after the Commencement Date and during the Term or the Extended Term. Specifically excluded from Consortium Results are any and all Private Screen Results.</td>
</tr>
<tr>
<td>Diversity Compound Library</td>
<td>Means a library of chemically diverse compounds with unknown preferential selectivity toward a single protein target or selectivity toward a small cluster of related protein targets as contributed by a Participant during the Term; the structures of such compounds being already in the public domain (and as a result not Confidential Information), but excluding an Annotated Compound Library.</td>
</tr>
<tr>
<td>Form of Accession for New Academic Participants</td>
<td>Means the form of accession agreement that all academic organisations invited to join this PDI Consortium Agreement must sign before accession to the PDI Consortium as a New Academic Participant, as more particularly set out in Schedule 6.</td>
</tr>
<tr>
<td>Form of Accession for Associate Participants</td>
<td>Means the form of accession agreement that all academic organisations or SMEs invited to become associate participants in the PDI Consortium must sign before accession to the PDI Consortium as an Associate Participant, as more particularly set out in Schedule 7.</td>
</tr>
<tr>
<td>Form of Accession for New Industry Participants</td>
<td>Means the form of accession agreement that all companies invited to join this PDI Consortium Agreement must sign before accession to the PDI Consortium as a New Industry Participant, as more particularly set out in Schedule 6.</td>
</tr>
<tr>
<td>Funder</td>
<td>Means the Scottish Funding Council as funder of the Award to DUNDEE.</td>
</tr>
<tr>
<td>Force Majeure</td>
<td>Means any circumstance not within a Participant's reasonable control including, but not limited to: (a) natural disaster; (b) fire; (c) terrorist attack; (d) war; (e) strikes; (f) accident; or (g) any other cause occurring without default and/or negligence of a Participant.</td>
</tr>
<tr>
<td>Industry Funding</td>
<td>Means the financial contributions paid to DUNDEE by each Industry Participant for their involvement in the PDI Consortium, as further described under Clause 4.</td>
</tr>
</tbody>
</table>
Industry Participant  Means JPNV and any New Industry Participant(s), collectively referred to as "the Industry Participants".

In-kind Contributions  Means the non-financial contributions of any of the Participants provided for performance of the PDI Consortium such as, but not limited to, provision of Consortium Compounds by Participants and provision of Academic Assays by Academic Participants.

Intellectual Property  Means intellectual property of any description including but not limited to all inventions, designs, information, specifications, formulae, improvements, discoveries, know-how, data, processes, methods, techniques and the intellectual property rights therein, including but not limited to, patents, copyrights, database rights, design rights (registered and unregistered), trademarks, trade names and service marks, applications for any of the above.

Joint Consortium Results  Means Consortium Results generated and/or conceived by more than one Participant.

Know-How  Means unpatented technical information that is not in the public domain including without limitation, information comprising or relating to inventions, discoveries, concepts, data, designs, formulae, ideas, methodologies, models, research, development and testing procedures, the results of experiments, tests and trials, manufacturing processes, techniques and specifications, quality control data, analyses, reports and submissions and in whatever form or medium they are recorded, stored or captured whether written, electronic or otherwise.

Material  Means biological materials, non-biological materials, chemical entities, compounds (including the Consortium Compounds), inventions, designs, samples, formulae, schematics, drawings, models, processes, software, instructions, specifications, graphic representations, reports, results, data and information (technical and commercial).

Milestone  Means the one-off payment made to DUNDEE, on behalf of an Academic Participant, associated with running of a Private Screen, payable by an Industry Participant, as provided for under Clause 19.1.

New Academic Participant  Means the New Academic Participant(s) as defined under Clause 8.

New Industry Participant(s)  Means the New Industry Participant(s) as defined under Clause 6.

Participant(s)  Means the Industry Participant(s), the Academic Participants and any Associate Participants.

PDI Consortium Aims and Objectives  Means the aims and objectives for the PDI Consortium as described under the Schedule 1.
Phenotype
Means the expression of a measurable characteristic in a cell or multiple cell based system. In the case of a disease phenotype or mechanism this measurable characteristic should robustly contrast to a normal response.

Phenotypic Screening Assay
Means a biological assay established to detect a specific Phenotype in a robust, multiple repeatable assay system.

Private Screen
Means an assay screen using a Validated Academic Assay undertaken by, or on behalf of, an Industry Participant during the Term and performed under a separate written agreement between the relevant Participants.

Private Screen Results
Means any and all Material, information, data, results, methods, processes, Know-How, inventions, discoveries and modifications, including the Intellectual Property subsisting therein, which are generated in the performance of a Private Screen by an Industry Participant, Academic Participant and/or an Associate Participant after the Commencement Date and during the Term or the Extended Term.

Project Leader
Means the nominated leader and point of contact of a Project Team.

Project Team
Means the scientific representatives of the Participants identified under a Research Plan as being responsible for preparation and implementation of a Consortium Project in accordance with Clause 11.

Publication Moratorium
Means a period of twelve (12) months from the date upon which an Academic Assay is deemed a Validated Academic Assay by the Scientific Committee, during which the Validated Academic Assay and all related Consortium Results is not disclosed by way of a Publication.

Research Plan
Means the written programme of work and related information for a Consortium Project prepared in accordance with the proforma under the Schedule 2.

Scientific Committee
Means the committee established by the Board as described in Clause 10.

Term
Means the term of the PDI Consortium as defined in Clause 3.

Third Party
Means any third party higher education establishment, company or other entity or person, other than the Participants to this Agreement, including any third party engaged to work on a Consortium Project in accordance with Clause 5.3.

Validated Academic Assay
Means an Academic Assay 1) used in a Consortium Project, 2) confirmed as validated assay by the relevant Project Team and 3) approved by the Co-chairs of the Scientific Committee based on the Consortium Results of that Consortium Project in accordance with Clause 10.2.

Withdrawing Participant
Means a Participant as defined under Clause 7.1.
1.2. Clause, Schedule and paragraph headings shall not affect the interpretation of this Agreement.

1.3. A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

1.4. The Schedules form part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the Schedules.

1.5. Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

1.6. Unless the context otherwise requires, a reference to one gender shall include a reference to the other gender.

2. Aims and Objectives of the PDI Consortium

2.1. The Industry Participant(s) and Academic Participants hereby acknowledge that the following represents a summary of the Aims and Objectives of the PDI Consortium during the Term:

2.1.1. The identification, development and validation of innovative biological phenotypic assays relevant to human disease;

2.1.2. The development of such innovative biological phenotypic assays to be driven by the needs of the Industry Participant(s), through their nomination of phenotypic assays of interest to them for consideration and prioritisation through the governance structures of the PDI Consortium;

2.1.3. The assembly of best-in-class, non-proprietary chemical entities to probe and validate such phenotypic assays;

2.1.4. Ultimately the development of a panel of validated phenotypic profiling assays for use by Industry Participant(s) and Academic Participant(s);

2.1.5. To allow each Industry Participant to screen their proprietary compounds using Validated Academic Assays in-house for the conduct of Private Screens or having a Private Screen conducted;

2.1.6. To allow the scientific expertise of the Academic Participants to combine with practical scientific experience of the Industry Participant(s) for mutual benefit by way of training, collaboration and further use in research and development;

2.1.7. Synergistic cost and risk-sharing for the Industry Participant(s) with the Academic Participants; and

2.1.8. The potential for identification of molecular targets underlying the observed phenotypic responses (target deconvolution) to aid rational drug design and allow the development of target-specific assays, where such does not negatively impact any Consortium Project with regard to funding and resources and where supported by the Board.

2.2. The Aims and Objectives as outlined in Schedule 1, may be amended during the Term by decision of the Board, prior approval of the Funder and only upon execution of a written agreement.
amendment to Schedule 1 executed by the Industry Participant(s) and Academic Participants.

2.3. The Industry Participant(s) and Academic Participants intend that the PDI Consortium shall have sufficient capacity to permit each Industry Participant to nominate to the Board up to eight (8) Consortium Projects of specific interest to them during the Term. The Industry Participant(s) accept that they are likely to have overlapping nominations for such specific Consortium Projects, where there is more than one Industry Participant, and therefore will aim to combine such nominations where it is considered scientifically appropriate, or in their mutual interest, to do so in accordance with the Aims and Objectives and Clause 10 (Governance).

2.4. The Participants shall encourage and facilitate exchange of researchers as part of the PDI Consortium for training and knowledge transfer purposes during the Term wherever appropriate to do so or where reasonably requested by any Participant during the Term. It is understood that an appropriate visiting scientist agreement would be executed between the relevant Participants to allow the scientists from a Participant to enter the laboratories at the facility of another Participant.

2.5. The PDI Consortium shall not inhibit or otherwise interfere with the freedom to operate of any Participant, or any Third Party from within the academic community or with Third Party funders or collaborators. Except for the restrictions expressly set forth in this Agreement, nothing in this Agreement shall be construed to restrict the right of any Participant and its Affiliates, or any Participant and its Affiliate's rights to engage in any business activity, investment or other opportunity anywhere in the world. The Participants understand and agree that this Agreement confers no rights on any Participant except for the rights expressly stated in this Agreement. No other rights shall be implied by virtue of the Participants' course of conduct or otherwise. The Participants acknowledge and agree that any Participant and its Affiliates intend to become, have been, and will continue to be, actively involved in the research, development, acquisition, marketing, manufacturing, promotion and sale of chemical compounds, some of which may be related, similar or even identical to the Consortium Compounds that a Participant disclosed under this Agreement. The Participants also acknowledge and agree that any Participant and its Affiliates have offered, have been offering and will offer the same or similar compounds as Consortium Compounds from its chemical compound libraries to third parties.

2.6. Nothing in this Agreement shall imply any exclusivity in the fields of research covered by the PDI Consortium and for the avoidance of doubt, nothing contained in this Agreement shall prohibit or restrict any Participant from:

2.6.1. undertaking research activities in such fields whether on its own account, or on its behalf or in collaboration with any Third Party; or

2.6.2. undertaking knowledge transfer activities in the field, whether on its own account, or on its behalf or in collaboration with, any Third Party; or

2.6.3. promoting or teaching any educational courses or degrees in such fields.

3. Duration

3.1. This Agreement shall commence, or shall be deemed to have commenced, on Commencement Date, and shall continue in full force and effect for an initial term of five (5) years unless terminated earlier ("Term") when it shall terminate automatically without notice unless extended in accordance with Clause 3.2 below.
3.2. No later than six (6) months before the end of the Term (or any Extended Term agreed under this Clause 3.2), the Participants may agree in writing that the Term of this Agreement shall be extended for a further two (2) years ("Extended Term"). Unless it is further extended, or terminated earlier, this Agreement shall terminate automatically without notice at the end of an Extended Term.

3.3. The start date for research activities of the PDI Consortium shall be November 1, 2015, unless otherwise agreed by the Participants.

3.4. In the event that there is only one Industry Participant in the PDI Consortium, the Consortium Results shall be reviewed in good faith by the Participants on the first (1st) anniversary of this Agreement and thereafter on each subsequent one (1) year anniversary during the Term so long as there is only one Industry Participant in the PDI Consortium, otherwise on each subsequent two (2) year anniversary during the Term.

3.4.1. In the event that there is only one Industry Participant in the PDI Consortium, the Consortium Results shall be reviewed in good faith by the Participants on the first (1st) anniversary of this Agreement and thereafter on each subsequent one (1) year anniversary during the Term so long as there is only one Industry Participant in the PDI Consortium, otherwise on each subsequent two (2) year anniversary during the Term.

3.4.2. In the event that there is more than one Industry Participant in the PDI Consortium, the Consortium Results shall be reviewed in good faith by the Participants on the second (2nd) anniversary of this Agreement and thereafter on each subsequent two (2) year anniversary during the Term.

3.4.3. Based upon such review pursuant to Clause 3.4.1 or 3.4.2, Industry Participant(s) may exercise the rights of termination as granted under Clause 7.

4. Financial Contributions and Budget

4.1. Each Industry Participant shall be required to pay to DUNDEE the sum of $1,000,000 (U.S.) per year in advance of each quarter during the Term. DUNDEE shall be entitled to invoice each Industry Participant for the first quarterly payment upon execution of this Agreement or upon execution of the Form of Accession for new Industry Participants. The payment will be due within sixty (60) days of the receipt of an invoice by an Industry Participant.

4.2. Each Industry Participant shall be required to make the same financial contribution in respect of their involvement in the PDI Consortium and shall be expected to provide their contributions to the Consortium Compounds, or other contributions, as may be determined by the Board.

4.3. The Industry Funding shall be administered by DUNDEE, on behalf of the Industry Participant(s), to the Academic Participants, in covering the Academic Participants' costs of:

4.3.1. carrying out the Aims and Objectives;
4.3.2. Performance of Consortium Projects; and
4.3.3. making appropriate operational staff available for performance of the PDI Consortium during the Term,

and will be administered by DUNDEE in accordance with the governance provisions as set out below.

4.4. The Industry Funding shall not be employed by the PDI Consortium for the performance of any Private Screens.
4.5. DUNDEE shall maintain full and accurate financial records relating to expenditure under the PDI Consortium and shall provide copies of all such records bi-annually to the Board during the Term.

4.6. If any amount due under this Agreement by an Industry Participant is not paid in accordance with this Clause 4, the defaulting Industry Participant shall be liable to pay interest on the amount outstanding as at the due date of payment until payment is made in full at the rate of four (4) per centum per annum above the base lending rate of the Royal Bank of Scotland plc from time to time. Such interest shall accrue on a daily basis and be compounded quarterly. DUNDEE shall be entitled to advise the Board of any such default in payment by an Industry Participant after the due date for payment has passed.

5. The Award and Third Party funding

5.1. DUNDEE shall be responsible for complying with the terms of the Award. DUNDEE hereby confirms that, as at the Commencement Date, the terms of this Agreement do not conflict with the terms of the Award. DUNDEE shall notify the Board promptly in writing if any amendment or other change arises under the Award which would create a conflict with this Agreement.

5.2. The Participants shall use reasonable endeavours to enable DUNDEE to comply with the provisions of the Award, where notified in writing of such terms and where it is necessary and appropriate to do so.

5.3. In the event that any of the Participants, either individually or jointly, obtain funding from a Third Party for research to be carried out as part of the PDI Consortium, in addition to the Award, the Participants who obtain such funding shall ensure that the terms and conditions imposed by the Third Party are compatible with the objectives of the PDI Consortium. Such Participants shall also promptly notify the Board of any such Third Party funding being awarded.

6. Accession of New Industry Participant(s)

6.1. It is the intention that additional pharmaceutical companies will be invited to join the PDI Consortium during the Term ("New Industry Participant"). However, the capacity of the PDI Consortium shall be dependent upon the budget and resources available to the Academic Participants. The Board shall therefore have ultimate discretion to place a limit on the number of Industry Participants involved in the PDI Consortium at any one time.

6.2. As a condition of admission to the PDI Consortium, the Board must unanimously approve any potential New Industry Participants. Such New Industry Participants shall, as a condition to accede to this Agreement, be required to execute the Form of Accession for New Industry Participants that is attached as Schedule 5, which shall have this Agreement as an attachment to the Form of Accession. The Form of Accession for New Industry Participants will include any additional terms required for the New Industry Participant as agreed by the Board on a case-by-case basis as set out under Clause 6.3 below.

6.3. Prior to accession to the PDI Consortium, the Board shall be entitled to require such New Industry Participants:

6.3.1. to provide an access fee for joining the PDI Consortium where they join later in the Term when a substantial body of Consortium Results has been created;

6.3.2. to provide the annual financial obligation pursuant to Clause 4 of this Agreement that may be dependent on the date of their accession; and
6.3.3. to provide In-Kind Contributions to the Consortium Compounds and/or other contributions where appropriate to do so and as will be agreed with the Board prior to accession.

6.4. Upon signature of Form of Accession for New Industry Participants:

6.4.1. such New Industry Participant shall be deemed to be an Industry Participant to this Agreement and included as an Industry Participant as from the date of its accession or as otherwise agreed by the Board and provided for under the Form of Accession;

6.4.2. all Consortium Results created by Participants prior to the date of accession of a New Industry Participant shall be deemed Consortium Results belonging to only those existing Participants in relation to the New Industry Participant’s rights of access to Consortium Results under this Agreement, which may be accessible to the New Industry Participant upon payment of an access fee pursuant to Clause 6.3.1; and

6.4.3. the New Industry Participant shall be entitled to propose a member for their representation on the Board and at a number equivalent to any other Industry Participant.

7. Withdrawal of a Participant

7.1. Within thirty (30) days of review of the Term under Clause 3.4, an Industry Participant shall have the right to give six (6) months’ written notice to the Board to withdraw from involvement in the PDI Consortium (such Industry Participant being a “Withdrawing Participant”). The Board shall promptly notify the other Participants of the Withdrawing Participant’s notice to withdraw and any such reasons provided with the notice as it sees fit.

7.2. A Withdrawing Participant shall be liable to pay its contribution to the Industry Funding to the PDI Consortium, and its share of uncancellable employment costs incurred by the PDI Consortium as agreed in advance with the Board, up to and including the effective date of such withdrawal. A Withdrawing Participant shall:

7.2.1. continue to retain all proprietary rights in any Consortium Results, Joint Consortium Results and all such Private Screen Results generated prior to their effective date of withdrawal;

7.2.2. be entitled to use all Validated Academic Assays resulting from Consortium Projects that have been accepted by decision of the Scientific Committee by the effective date of withdrawal;

7.2.3. not be entitled to have access or to use or otherwise exploit unpublished Consortium Project data or assays from the effective date of withdrawal;

7.2.4. not be entitled to withdraw Consortium Compounds that the Withdrawing Participant provided, except for withdrawal of such Consortium Compounds pursuant to Clause 13.6;

7.2.5. to the extent that exploitation of any Consortium Results by any other Participant is dependent on the Withdrawing Participant’s Background (with the exception of Consortium Compounds as set out under Clause 7.2.4 above), then the Withdrawing Participant shall, subject to any existing Third Party rights, grant to the remaining Participants a non-exclusive licence to such Background on fair and reasonable terms to be agreed by the relevant Participants;
7.2.6. grant to the remaining Participants a non-exclusive, royalty-free licence to use the Withdrawing Participant’s rights in any Consortium Results and Joint Consortium Results for the purposes of carrying out the PDI Consortium. For the avoidance of doubt, any commercial exploitation of such Withdrawing Participant’s rights in Consortium Results will be dealt with in accordance with Clause 18; and

7.2.7. all rights acquired by the Withdrawing Participant to the Background of the remaining Participants shall cease immediately from the effective date of withdrawal.

7.3. Within thirty (30) days of review of the Term under Clause 3.4, an Academic Participant and/or an Associate Participant shall have the right to give six (6) months’ written notice to the Board to withdraw from involvement in the PDI Consortium (such Academic Participant and/or an Associate Participant being deemed a “Withdrawing Non-Industry Participant”) and after seeking approval from the Funder under the terms of the Award, where required to do so for a given Academic Participant.

7.4. The remaining Academic Participants shall use reasonable endeavours to reallocate the obligations of the Withdrawing Non-Industry Participant arising under Clause 7.3, either within the remaining Academic Participants and/or an Associate Participants, or to a new Academic Participant and/or a new Associate Participant as may be approved by the Board and acceding in accordance with Clause 8.

7.5. A Withdrawing Non-Industry Participant arising under Clause 7.3 shall

7.5.1. continue to retain all proprietary rights in any Consortium Results and Joint Consortium Results generated prior to their effective date of withdrawal;

7.5.2. not be entitled to have access to or use or otherwise exploit unpublished Consortium Project data or assays from the effective date of withdrawal;

7.5.3. not be entitled to withdraw any Consortium Compounds that the Withdrawing Non-Industry Participant has provided, except for withdrawal of such Consortium Compounds pursuant to Clause 13.6; and

7.5.4. comply with Clauses 7.2.5, 7.2.6 and 7.2.7 above.

8. Associate Participants and Accession of New Academic Participants

8.1. It is the intention that new academic organisations or SMEs with assays or compound libraries of interest to the PDI Consortium will be encouraged to join the PDI Consortium. Any such potential new academic organisation or SME shall be required to provide information, under appropriate terms of confidentiality, on the assays or compound library to the Scientific Committee for review. The Scientific Committee will determine if such assays or compound libraries are of sufficient scientific merit and inform the Co-Chairs, who will in-turn inform the Board of their respective decisions. The Board must unanimously approve of the accession of any new academic organisation or SME as an Associate Participant. Such new academic organisation or SME shall, as a condition to accede to this Agreement, be required to execute the Form of Accession for Associate Participants that is attached as Schedule 7, which shall have this Agreement as an attachment to the Form of Accession. Such accession will include any additional terms required for the Associate Participant as agreed by the Board on a case-by-case basis. In certain limited circumstances, the Board may unanimously approve of the accession of a new academic organisation as a New Academic Participant and the New Academic Participant shall be required to execute the Form of Accession for New Academic Participants that is attached as Schedule 6. A New Academic Participant shall also be required to accede to the UK-NPSC Consortium Agreement.
8.2. Upon signature of Form of Accession for Associate Participants:

8.2.1. Such Associate Participant shall be deemed to be a “Associate Participant” to this Agreement and included as an “Associate Participant” as from the date of its accession or as otherwise agreed by the Board and provided for under the Form of Accession for Associate Participants;

8.2.2. all Consortium Results created by the existing Participants prior to the date of accession shall be deemed Consortium Results belonging to those Participants in relation to the Associate Participant’s rights of access to Consortium Results under this Agreement; BUT

the Associate Participant shall not be entitled to have representation on the Board.

8.3. Upon signature of Form of Accession for New Academic Participants:

8.3.1. such New Academic Participant shall be deemed to be a “Academic Participant” to this Agreement and included as an “Academic Participant” as from the date of its accession or as otherwise agreed by the Board and provided for under the Form of Accession for New Academic Participants;

8.3.2. all Consortium Results created by the existing Participants prior to the date of accession shall be deemed Consortium Results belonging to those Participants in relation to the New Academic Participant’s rights of access to Consortium Results under this Agreement; and

the New Academic Participant shall be entitled to propose representatives for their representation on the Board.

9. Duties of the Participants

9.1. Each Participant shall use its reasonable endeavours to:-

9.1.1. carry out its respective activities under the PDI Consortium as amended and agreed between the Participants from time to time;

9.1.2. perform its duties, responsibilities and obligations under this Agreement;

9.1.3. act in a timely manner and in accordance with the reasonable instructions of the Board with respect to the fulfilment of its duties under this Agreement;

9.1.4. subject always to compliance with the provisions of Clause 15 (Confidentiality) and any relevant binding obligation of confidence that it may owe to a Third Party, supply all such data, information and assistance as may be required from time to time by DUNDEE, including information on publications, research collaborations etc., in each case to the extent that they relate to the activities of the PDI Consortium;

9.1.5. procure the provision of its staff to participate in the activities of a Consortium Project in accordance with the approved Research Plan and procure that such staff fulfill their duties and responsibilities as set out in this Agreement;

9.1.6. when seeking to engage a Third Party in a Consortium Project the relevant Participants shall ensure in all cases that any collaborations or sub-contracts, except in the case of Private Screens, are approved by the other Participants involved in that Consortium Project, such consent not to be unreasonably withheld. The relevant
Participants shall also ensure in all cases that any such collaborations or subcontracts (excepting those conducted under any Private Screen) shall include the following terms:

9.1.6.1. that the Third Party shall not obtain any right or licence to use any Consortium Results emerging from such work (save where such Third Party is an academic organisation engaged in academic collaboration with the relevant Participant, as identified beforehand in the relevant Research Plan for the Consortium Project, and who will be expected to obtain a non-exclusive, non-sub-licensable internal research use licence to use Consortium Results (as is conventional for academic collaborations));

9.1.6.2. that the Third Party shall be under obligations of confidence consistent with those set out under this Agreement; and

9.1.6.3. that the Third Party shall keep detailed records including scientific notebooks of all of its activities and, upon request, and subject to a reasonable period of notice, shall make available copies to the other Participant or Participants involved in the Consortium Project.

9.1.7. encourage its staff who are engaged on Consortium Projects to provide and receive training and engage in site visits to other Participants where appropriate, for the purposes of collaborative engagement in the PDI Consortium;

9.1.8. use its reasonable endeavours to maintain any overarching aims relating to any future leveraged Third Party funding of the PDI Consortium, if any, whilst always complying with the terms of this Agreement.

9.2. Each Participant agrees and undertakes to fulfil its duties and obligations with reasonable skill and care and in a timely manner.

9.3. Each Participant agrees and undertakes to provide its In-Kind Contributions during the Term in a timely manner.

9.4. Each Participant will promptly notify the Board in writing of any complaints received by it, or disputes arising, in relation to or in connection with the operation or activities of the PDI Consortium and shall take appropriate action in relation to such dispute or complaint at its own discretion, following prompt discussion with the Board.

9.5. Each Participant warrants that it has or that it shall have in place contracts with its directors, officers and employees such that those contracts ensure that any Intellectual Property in Consortium Results vests in the appropriate Participants in accordance with the terms of this Agreement.

9.6. Each Participant shall cause to be kept full, detailed and accurate records of all of its activities and Consortium Results obtained in connection with a Consortium Project. In this respect, each Participant shall and shall procure that: its directors, officers and employees shall at all times ensure that a Consortium Project, in which it is involved, is performed in accordance with the following data management practices and the requirements of the Schedule 3 ("Good Data Integrity Practices"):

9.6.1. data is generated using sound scientific techniques and processes;

9.6.2. data is accurately recorded in accordance with good scientific practices by persons conducting the Project hereunder;
9.6.3. data is analysed appropriately without bias in accordance with good scientific practices;

9.6.4. data and Consortium Results are stored securely and can be easily retrieved, and

9.6.5. data trails exist to easily demonstrate and/or reconstruct key decisions made during the conduct of the Consortium Project, presentations made about the Consortium Project, and conclusions reached with respect to the Consortium Project.

At any time during the Term, if a Participant requires changes to the specific requirements set forth in Schedule 3, where such Participant reasonably believes such changes are required to ensure that a Consortium Project is undertaken in compliance with Good Data Integrity Practices, an amendment to Schedule 3 shall be executed.

9.7. Each Participant shall be responsible for the management, monitoring and control of all research work undertaken by it in respect of a Consortium Project or in relation to a Private Screen. This shall include, as appropriate, the requirements of all applicable laws and regulatory authorities, including those governing the use of radioactive isotopes, diagnostic tools, animals, pathogenic organisms, genetically modified organisms, toxic and hazardous substances, research on human subjects and human embryos, and shall also include appropriate ethical approvals and consents, including such approvals and consents for obtaining human tissues and other relevant human samples, as further provided for under this Agreement.

10. Operation and governance of the PDI Consortium

The PDI Consortium shall be governed by the following consortium bodies:

10.1. Board of Directors ("the Board")

10.1.1. The Board shall represent the Participants and will be comprised of one (1) representative from each Industry Participant and one (1) representative from each Academic Participant (each such representative is a "Board Member"). The number of votes allocated for each Board Member that is an Industry Participant representative and Board Member that is an Academic Participant representative shall be set in such a way that Industry Participant(s) will always have the majority vote.

10.1.2. The Board shall have full oversight of the portfolio and activity reports for Consortium Projects.

10.1.3. The Board shall be responsible for:

10.1.3.1. the strategy to achieve the purpose of the PDI Consortium;

10.1.3.2. monitoring progress of the PDI Consortium;

10.1.3.3. keeping the Participants regularly and promptly appraised on the development and activities of the PDI Consortium;

10.1.3.4. appointing the Scientific Committee from the Academic Participants and Industry Participants;

10.1.3.5. appointing Co-Chairs of the Scientific Committee annually;
10.1.3.6. developing annual opportunities (calls) for Consortium Projects against which the Industry Funding can be allocated by the incumbent Scientific Committee (and ensuring that three (3) such "calls" for Consortium Projects during the Term address issues of specific interest to each Industry Participant);

10.1.3.7. considering proposals as deemed acceptable to the Scientific Committee on new companies proposed as New Industry Participants and/or new academic organisations proposed as New Academic Participants and considering proposals for new academic organisations and SMEs joining as Associate Participants in the PDI Consortium;

10.1.3.8. deciding on all significant matters affecting the PDI Consortium;

10.1.3.9. considering and recommending courses of action only in relation to any disputes referred to them by disputing Participants (Participants shall not be required to refer disputes to the Board, but may seek advice if they wish), however any dispute not resolved to the satisfaction of the disputing Participants may be elevated to the dispute resolution procedures as outlined in Clause 27;

10.1.3.10. deciding upon disputes referred to them by the Scientific Committee where the Co-Chairs are unable to reach consensus on a) whether an Academic Assay should be deemed a Validated Academic Assay, b) whether an already published Validated Academic Assay is of sufficient merit to be considered eligible for the Milestone (pending compliance with the Publication Moratorium) or c) whether a Publication has occurred within the time period of a Publication Moratorium;

10.1.3.11. proposing and inviting external advisors where appropriate for specific agenda items to Board meetings during the Term; and.

10.1.3.12. determining when a Consortium Project has met the criteria making it eligible for the payment of a Milestone.

10.1.4. Each Industry Participant and Academic Participant will notify the Chair in writing of its nominated Board Member(s) and any changes thereto.

10.1.5. With regard to the proceedings of the Board:

10.1.5.1. the Board shall meet quarterly during the Term and the Chair shall endeavour to schedule each meeting of the Board at least 2 months in advance of the proposed date of that meeting. Wherever possible, Board meetings will coincide with the in-person quarterly meetings of the Scientific Committee;

10.1.5.2. Whenever possible, Board Members shall participate in person at Board meetings, but may participate virtually with prior notification to the Chair;

10.1.5.3. if any Industry Participant or Academic Participant commits any material breach of this Agreement, the right of its representatives to vote at meetings of the Board shall be suspended, pending resolution of that breach unless the issue being voted on directly impacts such Participant. In that situation, the relevant Participant will be afforded...
the time to cure such breach pursuant to Clause 22.7 before the vote is held;

10.1.5.4. the Board shall be deemed quorate when one hundred percent (100%) of the Board Members from each of the Industry Participant(s) and Academic Participants (or their proxies) and the Chair (or their proxy) are present;

10.1.5.5. each Board Member shall be entitled to appoint a suitably qualified proxy to attend in his or her place and such proxy shall have the same voting rights as the Board Member he or she represents;

10.1.5.6. an agenda and relevant papers shall be circulated to the Board Members no later than 4 Business Days in advance of each meeting of the Board by the Chair, such agenda shall clearly identify items where a unanimous vote will be required for a decision to be made by the Board in accordance with Clause 10.1.5.9 below;

10.1.5.7. each Board Member shall, following receipt of the agenda, notify the Chair of any agenda items that it reasonably believes may affect its strategic operation, freedom to operate, and/or conflict with its ethical or governing principles in advance of the scheduled Board meeting;

10.1.5.8. any matter that is not on the agenda referred to in Clause 10.1.5.6 or in respect of which the relevant papers have not been made available in a timely manner may, by unanimous decision of the Board Members present only, be discussed at a Board meeting;

10.1.5.9. decisions will be taken by a simple majority vote at a Board meeting and in the event of a tie, the Chair shall have a casting vote, save that where a proposed decision may reasonably be held to potentially affect the strategic operation, or freedom to operate, of any Industry Participant or Academic Participant and/or conflict with any Industry Participant's or Academic Participant's ethical or governing principles, such decision shall require unanimous vote of the Board;

10.1.5.10. the minutes shall be considered as accepted by the Industry Participant(s) and Academic Participants if, within thirty (30) days from receipt, no written objection has been provided by them to the Chair; and

10.1.5.11. Board Members unable to physically attend a Board meeting will be considered present and be counted towards establishing a quorum in respect of such meeting, if they can participate virtually and all Board Members can hear each other throughout any such meeting.

10.1.6. The Board shall be entitled to elect a chairperson from the Board Members ("Chair") and from Commencement Date the Chair shall be Professor Andrew Hopkins of DUNDEE until replaced by subsequent decision of the Board. Any such replacement is expected to be selected from an Academic Participant.

10.1.7. The Chair will:

10.1.7.1. be responsible for preparing and issuing the written notice and agenda for Board meetings;
10.1.7.2. sit as Chair in Board meetings;

10.1.7.3. arrange for minutes of meetings of the Board to be drafted and transmitted to the Industry Participant(s) and Academic Participants without delay and in any event within fifteen (15) days of a meeting;

10.1.7.4. be responsible for financial administration of the PDI Consortium with guidance from DUNDEE;

10.1.7.5. be responsible for disseminating decisions taken by the Board to the Scientific Committee, the Participants and any other relevant persons, and vice versa;

10.1.7.6. monitor the progress of the Project with respect to the Aims and Objectives;

10.1.7.7. manage the preparation of progress reports on the PDI Consortium as may be required by the Participants, the Funder and any other relevant persons during the Term; and

10.1.7.8. act as a first point of contact between the Board and the Scientific Committee.

10.2. Scientific Committee

10.2.1. The Scientific Committee shall be appointed by the Board and led by two chairpersons (each a "Co-Chair") as selected by the Board annually during the Term. There shall be one (1) Co-Chair from the Industry Participants and one (1) Co-Chair from the Academic Participants.

10.2.2. Only the Co-Chairs shall be entitled to vote on decisions of the Scientific Committee and each Co-Chair shall have one (1) vote. Decisions will require unanimous vote of the Co-Chairs and where consensus cannot be reached such decisions shall be referred to the Board for a decision.

10.2.3. Upon appointment, the Co-Chairs shall receive from the Board the allocation of resources for Consortium Projects and details of the type of Consortium Projects that may be requested in a 'call' and/or approved by them during their appointment.

10.2.4. The Scientific Committee shall meet monthly during the Term. At least two (2) of those meetings shall be in person per annum and coincide with meetings of the Board wherever possible.

10.2.5. The Co-Chairs shall be responsible for:

10.2.5.1. convening Scientific Committee meetings (and providing related agenda and relevant papers)

10.2.5.2. receiving Research Plans, as described in Clause 11.5, submitted from the Scientific Committee for consideration as Consortium Projects

10.2.5.3. inviting relevant observers for review of submitted Research Plans

10.2.5.4. taking minutes of meetings
10.2.5.5. voting on Research Plans following receipt of merit scores from the Scientific Committee

10.2.5.6. voting on whether or not an Academic Assay is a Validated Academic Assay following discussion of the Scientific Committee

10.2.5.7. voting on whether a Validated Academic Assay, the Academic Assay upon which it is based having been at least partially previously published prior to commencement of a Consortium Project (as identified on the relevant Research Plan for the Consortium Project) is of sufficient merit to be eligible for Milestone, pending compliance of the Academic Participant with the Publication Moratorium, where the Participants discussing a Private Screen cannot agree on its eligibility for a Milestone

10.2.5.8. voting on which Academic Participant should be entitled to a Milestone when an Industry Participant conducts a Private Screen either internally or via an Academic Participant as provided for under Clause 12

10.2.5.9. liaising with the Board on decisions taken by them

10.2.5.10. communicating approval, rejection or resubmission requests of Research Plans and Publications to the relevant Participants

10.2.5.11. notifying the Board of their decisions

10.2.5.12. referring to the Board any decisions where they cannot reach consensus

10.2.5.13. referring to the Board for a decision on whether an 'up-front' payment (up to a maximum amount of ten thousand pounds sterling (GBP 10,000) can be made out of the Industry Funding to an Academic Participant for their involvement in a Consortium Project, where proposed to them by the Scientific Committee

10.2.6. The Scientific Committee shall be responsible for:

10.2.6.1. reviewing Research Plans and Publications provided to them for review

10.2.6.2. setting the success criteria for each Research Plan

10.2.6.3. recommending to the Co-Chairs that, based on the Consortium Results, an Academic Assay be confirmed as a Validated Academic Assay

10.2.6.4. recommending to the Co-Chairs whether or not a Validated Academic Assay, the subject matter of which has been at least partially previously published, should be eligible for Milestone, pending compliance of the Academic Participant with the Publication Moratorium.

10.2.6.5. recommending to the Co-Chairs which Academic Participant should be entitled to a Milestone when an Industry Participant instructs a Private Screen

10.2.6.6. recommending external advisers to the Co-Chairs where appropriate
10.2.6.7. during meetings, discussing the merits of Research Plans and Publications submitted to them

10.2.6.8. providing a merit score for each Research Plan and Publication to the Co-Chairs

10.2.6.9. providing further advice as may be requested of them by the Co-Chairs

10.2.6.10. recommending to the Co-Chairs which commercially available compounds are to be acquired for the PDI Consortium, where appropriate

10.2.6.11. recommending to the Co-Chairs when, in exceptional circumstances only, an 'up-front' payment (up to a maximum amount of ten thousand pounds sterling (GBP 10,000)) should be made out of the Industry Funding to an Academic Participant in respect of their involvement in a Consortium Project.

10.2.7. From time to time, the Scientific Committee shall be entitled to invite external scientific advisors to its meetings in order to provide advice on relevant matters. In advance of any such meeting, an external advisor shall execute a confidentiality agreement with the Participants on terms similar to those of the PDI Consortium Agreement.

11. **Consortium Projects**

11.1. The PDI Consortium shall conduct Consortium Projects of mutual benefit as determined annually by the Board and implemented by the Scientific Committee.

11.2. Consortium Projects shall involve training and knowledge exchange for mutual benefit wherever possible amongst the Participants.

11.3. Consortium Projects may only commence following receipt of approval of the Research Plan for a Consortium Project by the Co-Chairs of the Scientific Committee.

11.4. Academic Assays employed in Consortium Projects may not be published during the performance of the Consortium Project or during the Term without prior written consent of the Co-Chairs in accordance with the mechanism for approval of publications under Clause 20 below.

**Research Plans**

11.5. Consortium Projects shall be conducted pursuant to a written research plan (the "Research Plan"). The Participants wishing to conduct a Consortium Project shall prepare a Research Plan using the proforms provided under the Schedule 2. The Research Plan shall identify, amongst other things:

11.5.1. The Project Team and its leader

11.5.2. The 'call' that it addresses as provided by the Scientific Committee

11.5.3. Estimate of costs

11.5.4. Scientific justification and citations
11.5.5. Proper description of any Academic Assay involved, including confirmation from the providing Academic Participant whether it has been published or is otherwise already in the public domain and all such citations to be provided.

11.5.6. Timeline

11.5.7. Anticipated deliverables

11.5.8. Training and knowledge transfer opportunities

**Project Team and Project Leader**

11.6. Each Consortium Project shall require a Project Team and identify a leader of that Project Team ("Project Leader").

11.6.1. The Project Team shall be comprised of representatives of one (1) Industry Participant and one (1) Academic Participant appropriate to the research activities of the Consortium Project proposed.

11.6.2. The Project Leader shall be responsible for preparation and submission of the Research Plan to the Scientific Committee, responding to the comments of the Scientific Committee with respect to their Research Plan and coordinating activities of the Project Team in all aspects of a Consortium Project.

11.6.3. The Project Leader shall be responsible for updating the Scientific Committee and the Board of progress of their Consortium Project during its conduct.

**Submission and Review of Research Plans**

11.7. The Project Leader shall submit the draft Research Plan to the Co-Chairs of the Scientific Committee in accordance with their instructions for submission outlined in Clauses 11.8 - 11.12.

11.8. The Co-Chairs will advise the Project Leader of the next Scientific Committee meeting where the submitted Research Plan will be considered.

11.9. The Project Team may be entitled to attend the Scientific Committee meeting where their Research Plan is being considered upon invitation of the Co-Chairs. At the discretion of the Scientific Committee, the submitted Research Plan may also be reviewed by external advisers, who are under a Confidentiality Agreement.

11.10. The Project Leader shall be notified of approval, rejection or a request for re-submission of their Research Plan by the Co-Chairs. A rejection will include information on why the Research Plan was rejected. If a request for re-submission is made, it will include what additional information is required.

11.11. The Project Leader may only resubmit a Research Plan that was rejected by the Co-Chair if requested to do so by the Co-Chairs or if the science has significantly advanced to overcome the reasons for rejection.

11.12. The Project Leader shall commence the Consortium Project upon receipt of approval from the Co-Chairs of the relevant Research Plan.

12. **Private Screens**
12.1. Industry Participants shall have the right to conduct, or have conducted, Private Screens anytime during or after the Term at their own expense.

12.2. If an Industry Participant wishes to have an Academic Participant conduct a Private Screen on its behalf, it will do so with the relevant Academic Participant under separate terms and conditions appropriate for the provision of such research services, including terms of confidentiality and a schedule of work with related costs. Payment for such Private Screen activities shall be solely based on cost compensation to the relevant Academic Participant for the research services performed by them. No further financial obligations shall be due for an Industry Participant related to the conduct of a Private Screen apart from payment of the Milestone, if any, pursuant to Clause 19, unless agreed in writing by the relevant Participants.

12.3. The Private Screen Results, as well as the Materials and instructions provided in relation to them, shall be Confidential Information of the Industry Participant having such Private Screen conducted and will not be shared with the PDI Consortium without prior written consent of the Industry Participant having such Private Screen conducted.

13. **Consortium Compounds**

13.1. Each Industry Participant shall, and any Academic Participants and/or Associate Participant(s) may, at any time during the Term, contribute an Annotated Compound Library and/or a Diversity Compound Library and once transferred to DUNDEE under Clause 13.5 these will constitute Consortium Compounds.

13.2. Each Participant shall only contribute Consortium Compounds that it reasonably knows it has the right to provide for use by any Participant in Consortium Projects without restriction or without further consent needing to be sought from the providing Participant or any Third Party. In respect of Industry Participant contributions to the Consortium Compounds these shall be comprised of compounds that are, or once were, commercially available compounds which are not proprietary to the Industry Participant. For clarity, the contribution of compounds does not imply exclusivity pursuant to Clause 2.5.

13.3. Each contributing Participant shall ensure that all compounds contributed to the PDI Consortium have passed standard internal quality control checks prior to submission to DUNDEE. However, irrespective of Clause 13.2, all Participants acknowledge and agree that all compounds to which they gain access as a result of the PDI Consortium are provided as is, and that the contributing Participant does not make any representations or warranties regarding any contributed compound.

13.4. Prior to submission of Consortium Compounds, the Participants shall agree on selection criteria for compounds to be included following review by the Scientific Committee to ensure sufficient diversity/annotation and prevent duplication in the library of Consortium Compounds. The exact number of compounds and the quantity to be contributed by each Participant shall therefore be agreed in writing between the Participants.

13.5. DUNDEE will act as the curator of the Consortium Compound Material and Consortium Compound Information. Following the Commencement Date each Participant shall be required to provide compounds in quantities and form as agreed with DUNDEE along with any relevant information. During the Term and subject to the availability of stock, a Participant shall be required to replenish compounds provided to DUNDEE for use as Consortium Compounds. The PDI Consortium may acquire commercially available compounds, subject to prior approval by the Scientific Committee, where appropriate for conduct of a Consortium Project.
13.6 A Participant shall not be allowed to withdraw any compound contributed as a Consortium Compound, with the exception that a contributing Participant shall notify the Scientific Committee, and DUNDEE, (i) where it reasonably believes that a compound contributed by that Participant may present a risk of infringing the Intellectual Property rights of a Third Party or (ii) where there is a contractual problem which arises, or that the contributing Participant becomes aware of, after submission of the compound and which prevents sharing of such a compound with the PDI Consortium. A Participant shall only be required to provide the identifier for the affected Consortium Compound(s) under any such notification. Nothing under this Agreement shall be construed to require any Participant to carry out any freedom-to-use investigations on Consortium Compounds that they have contributed to the PDI Consortium.

13.7 DUNDEE shall be entitled to make Consortium Compounds available to Project Teams for approved Consortium Projects during the Term and make available to Project Teams the details of any Consortium Compound Information, where required for the preparation of a Research Plan during the Term.

13.8 Where DUNDEE has received notification from a Participant regarding the potential infringement risk or contractual problem, in relation to a compound contributed by them, DUNDEE shall promptly electronically block the identified Consortium Compound from further use by the PDI Consortium but shall not be required to remove it from the physical plate or return any sample to the Participant who contributed the relevant compound. DUNDEE shall ensure that such blocked Consortium Compound is marked in an appropriate manner in the Consortium Compound database and any Consortium Results of such blocked Consortium Compound is rendered inaccessible and the structure shall no longer be disclosed to the PDI Consortium.

14. Material Transfer

14.1. In the event that a Participant (the "Transferor") agrees to transfer any Consortium Compound Material or other Material to any other Participant (as the case may be) (the "Transferee") such transfer shall take place in accordance with the following provisions:

14.1.1. Such transfer shall be recorded using the material transfer record form set out in Schedule 4, which the Transferor shall complete and submit to the Transferee for counter-signature prior to the transfer of the Material. The Participants agree that an authorised signatory of a Participant, together with any further individual notified by a Participant (as the case may be) to the other shall be authorised to execute such form on behalf of the respective Participants;

14.1.2. The Transferee shall not analyse or attempt to determine the structure of any of the Material other than as expressly agreed is necessary to perform a Consortium Project or is expressly permitted by the Transferor;

14.1.3. The Transferee shall only use the Material for the purposes for which it is transferred (which shall be for a Consortium Project, general distribution under the Aims and Objectives, or a Private Screen) by the Transferor;

14.1.4. The Transferee shall not use the Material in any human subjects and, save as expressly permitted by the Provider for the conduct of a Consortium Project and/or Private Screen, use the Material in animals;

14.1.5. The Transferee shall not provide any of the Material to any Third Party without the prior written consent of the Transferor, unless such Third Party has already been approved pursuant to Clause 9.1.6.;
14.1.6. The Transferee acknowledges that the Material is experimental in nature and provided "as is" and that the Transferor makes no representation or extends no warranty of any kind with respect to the Material and hereby disclaims all warranties, either express or implied, including, but not limited to, any warranty of merchantability, fitness for a particular purpose or that their use does not or will not infringe any patent rights of third parties;

14.1.7. The Transferee shall use the Material at its own risk and in accordance with applicable laws and regulations and any safety instructions provided by the Transferor; and

14.1.8. The Transferee shall at the election of the Transferor following completion of the purpose for which the Material was transferred destroy or return the Material, except Consortium Compound Material which shall not be returned.

14.2. Upon the disclosure of any Material, but not including Consortium Compound Material, to be used by a Participant, such Participant shall endeavour to obtain all the necessary authorisations, licenses and approvals (including ethics committee approval for animal study where necessary) to obtain, collect, store, transfer, use, import, export and dispose of Materials for the performance of a Consortium Project and/or Private Screen.

15. Confidentiality

15.1. Subject to Clause 20 (Publications) of this Agreement, all Confidential Information is confidential to the Participants (except to the extent that disclosure is required to the Funder from DUNDEE in terms of the Award). The Participants undertake to hold such Confidential Information in confidence and not to publish or disclose them in any way other than to employees, officers, representatives and advisers who need to know them for performance of the Consortium Projects and other PDI Consortium activities under this Agreement and who shall likewise be engaged on terms of confidentiality at least equivalent to those provided for under this Agreement.

15.2. The undertaking in 15.1 above shall not apply to Confidential Information:

15.2.1. which, at the time of disclosure, has already been published or is otherwise in the public domain other than through breach of the terms of this Agreement;

15.2.2. which, after disclosure to the Participants, is subsequently published or comes into the public domain by means other than an action or omission on the part of any Participant;

15.2.3. which a Participant can demonstrate was known to it or subsequently independently developed by it and not acquired as a result of participation in the PDI Consortium;

15.2.4. lawfully acquired from a Third Party who was not under any obligation of confidentiality.

15.3. A Participant may disclose Confidential Information to the extent such Confidential Information is required to be disclosed by law, by any governmental or other regulatory authority, by Freedom of Information Act 2000 and Freedom of Information (Scotland) Act 2002 legislation, or by a court or other authority of competent jurisdiction provided that, to
the extent it is legally permitted to do so, it gives the providing Participant prompt notice of such disclosure and, where notice of disclosure is not prohibited and is given in accordance with this Clause 15, it takes into account the reasonable requests of the providing Participant in relation to the content of such disclosure. The providing Participant will respond within five (5) Business Days after receiving such notice if the notice requests assistance in determining whether or not an exemption to disclosure applies.

15.4. Each Participant reserves all rights in its Confidential Information. No rights or obligations in respect of a Participant’s Confidential Information other than those expressly stated in this Agreement are granted to any other Participant, or to be implied from this Agreement.

15.5. On termination of this Agreement, for any reason, or upon withdrawal under Clause 7, each Participant shall:

15.5.1. destroy or return to the providing Participant all documents and materials (and any copies) containing the providing Participant's Confidential Information;

15.5.2. erase all the providing Participant's Confidential Information from computer and communications systems and devices used by it, including such systems and data storage services provided by a Third Party (to the extent technically and legally practicable); and

15.5.3. certify in writing to the providing Participant, where requested to do so, that it has complied with the requirements of this clause, provided that a receiving Participant may retain documents and materials containing the providing Participant's Confidential Information to the extent required by law or any applicable governmental or regulatory authority.

15.6. Except as expressly stated in this Agreement, no Participant makes any express or implied warranty or representation concerning its Confidential Information.

15.7. The provisions of this Clause 15 shall survive for a period of five (5) years except that for Private Screen Results shall be presumed to survive for a period of ten (10) years from termination of this Agreement, unless expressly set out under the separate terms provided for under Clause 12.

16. Intellectual Property

16.1. The Participants acknowledge that all Background and Consortium Compounds introduced for use in a Consortium Project shall be owned by the Participant that introduces the same, or the Third Party from whom the right to use such Background or Consortium Compounds has been obtained by the relevant Participant for the purpose of the PDI Consortium.

16.2. Inventorship of all patentable Consortium Results shall be determined in accordance with US patent law.

16.3. The Academic Participants shall own Consortium Results created solely by their research staff and all improvements to Academic Assays shall be owned by the Academic Participant contributing the Academic Assay.

16.4. Industry Participants shall own Consortium Results created solely by their employees and agents.

16.5. An equal, undivided interest in Joint Consortium Results shall be owned by each of the Industry Participant(s) and Academic Participant(s) who created them or as otherwise may be agreed between the relevant Participants.
16.6. Private Screen Results shall be owned solely by the Industry Participant who generated or had generated the Private Screen Results and shall constitute Confidential Information belonging to that Industry Participant.

17. Grant of Licences

17.1. Each Participant shall, where they are free to do so, grant a non-exclusive, royalty free, non-sub-licensable (except where expressly required for conduct of a specific Consortium Project), licence to their Background to the other Participants, as is reasonably required to enable the other Participants to carry out their respective part of a Consortium Project and for no other purpose whatsoever.

17.2. Each Participant shall grant the other Participants (and its Affiliates) a non-exclusive, royalty-free, non-sub-licensable, research licence to use their Consortium Results, and their interest in Joint Consortium Results, for Consortium Projects and for internal research and development activities of each Participant (and its Affiliates); provided, however, that the use by Industry Participants (and their Affiliates) of such Consortium Results and Joint Consortium Results for development activities may be subject to the payment of a Milestone to Academic Participants, only where triggered in accordance with Clause 19.1 and upon compliance with Clause 19.2.

17.3. The Academic Participants shall grant the other Participants (and its Affiliates) a non-exclusive, royalty-free, non-sub-licensable, research licence to use Academic Assays and all improvements thereof generated under this Agreement for internal research and development activities of each Participant (and its Affiliates) including activities pursuant to Clause 12.2; provided, however, that activities pursuant to Clause 12.2 may be subject to the payment of a Milestone to the Academic Participant only where triggered in accordance with Clause 19.1 and upon compliance with Clause 19.2.

17.4. If any Participant requires access to Background of any other Participant to facilitate the exploitation of Consortium Results or Joint Consortium Results, the owning Participant shall grant their consent to such use, but only to the extent that any existing obligations they may have permit, and subject to such terms and conditions, including financial terms, as are reasonable in the circumstances.

17.5. Except for the licences expressly granted herein, there are no implied licences granted under this Agreement.

18. Protection of Intellectual Property

18.1. The Participant that solely owns Consortium Results may take such steps as it may decide from time to time, at its expense and sole discretion, to register and maintain any protection for such Intellectual Property, including filing and prosecuting patent applications for any Result, and taking any action in respect of any alleged or actual infringement of that Intellectual Property.

18.2. Where any Third Party, such as a student or contractor, is engaged by a Participant in a Consortium Project, the Participant engaging that student or contractor will ensure that the student and the contractor assign to it any Intellectual Property such student or contractor may have in the Consortium Results in order to be able to give effect to the provisions of this Clause 17 and 18.

18.3. The Participants responsible for generation of Joint Consortium Results shall make all decisions on whether such Joint Consortium Results should be protected by patent or other Intellectual Property protection. The Participants shall discuss any such protection that
should be sought and who should bear the cost of obtaining such protection and shall use all reasonable endeavours to reach agreement in relation thereto.

18.4. In the case where a Participant sharing ownership of Joint Consortium Results does not wish to seek such protection of Joint Consortium Results under Clause 18.3, the Participant or Participants wishing to file for protection shall bear the full cost of obtaining such protection, and shall be entitled to an assignation of the declining Participant's interest in such Joint Consortium Results on terms and conditions to be agreed.

18.5. The Industry Participant owning Private Screen Results may take such steps as it may decide from time to time, at its expense and sole discretion, to register and maintain any protection for such Intellectual Property, including filing and prosecuting patent applications for any Private Screen Result, and taking any action in respect of any alleged or actual infringement of that Intellectual Property. An Academic Participant involved in conduct of the Private Screen that gave rise to Private Screen Results undertakes to provide the owning Industry Participant with reasonable assistance in connection with proceedings involving any patents filed in connection with any Private Screen Results, subject to reimbursement of out-of-pocket expenses incurred as may be agreed between the relevant Participants.

18.6. Notwithstanding the above, each Participant undertakes to provide the other Participants with reasonable assistance in connection with proceedings involving any patents filed in connection with any Consortium Results, subject to reimbursement of out-of-pocket expenses incurred as may be agreed between the relevant Participants.

19. **Milestone**

19.1. Subject always to compliance with Clause 19.2 below, on an Industry Participant by Industry Participant basis, upon commencement of a Private Screen internally by the Industry Participant or upon execution of a separate agreement for performance of a Private Screen by an Academic Participant as provided for under Clause 12.2, an Industry Participant shall pay a one-off fee to DUNDEE (on behalf of the Academic Participant who contributed or developed the relevant Academic Assay) in the sum of seventy five thousand pounds sterling (GBP 75,000). For avoidance of doubt, this Milestone shall be a one-time payment per Industry Participant per Academic Assay, regardless of how many times such Industry Participant uses such an Academic Assay in Private Screen.

19.2. The Milestone shall only be payable where:

19.2.1. the Academic Assay is not in the public domain prior to it being deemed a Validated Academic Assay (except where expressly agreed by decision of the Co-Chairs); and

19.2.2. the providing Academic Participant has complied with the full duration of the Publication Moratorium for the Academic Assay, unless all relevant Industry Participants waive the need for an Academic Participant to comply with the Publication Moratorium in writing.

19.3. DUNDEE shall be responsible for transfer of all such payments received from Industry Participants under Clauses 19.1 and 19.2 to the appropriate Academic Participant, unless otherwise agreed under separate agreement between the relevant Participants.
19.4. Each Academic Participant shall be solely responsible for ensuring that payments received in respect of a Milestone as set out above are shared with their employees, where appropriate, in accordance with their respective 'return to inventors' schemes.

20. Publications

20.1 Subject to terms of confidentiality provided for under Clause 15 of this Agreement, the Participants shall be encouraged to publish Consortium Results of the PDI Consortium in scientific papers, presentations, articles and any other appropriate format (each a "Publication").

20.2 publications shall be referred to the Scientific Committee for review and their recommendation shall be forwarded to the Co-Chairs who will determine its suitability before the Participant wishing to publish receives an approval to publish. The Scientific Committee and Co-Chairs shall have 30 days from receipt of a draft Publication to review and respond and propose amendments where appropriate. The Co-Chairs shall be entitled to impose a 90 day delay on release of a Publication where required for protection of intellectual property of Consortium Results included in any Publication where appropriate to do so.

20.3 All Publications shall acknowledge the PDI Consortium in a form prescribed by the Board.

20.4 An Academic Participant shall be entitled to publish its Academic Assay at any time during the Term in accordance with the requirements of Clause 20.2 above, but where it chooses to do so it may not be eligible for the Milestone.

20.5. Subject to terms of confidentiality provided under Clause 15 of this Agreement, the Academic Participant shall be entitled to submit data comprised in Consortium Results, for deposition in ChEMBL or similar public databases after eighteen (18) months from the date of creation of such Consortium Results save that in relation to Validated Academic Assays an Academic Participant shall not benefit from Milestone if such data submission occurs before the end of an applicable Publication Moratorium.

20.6. Nothing contained under this Clause 20 shall prevent the submission of an Academic Participant's postgraduate student's thesis to examiners in accordance with the normal regulations of any Academic Participant, subject where appropriate, to such examiners being bound by conditions of confidentiality in no less terms than those outlined in Clause 15, nor to the placing of such thesis in the library of the appropriate Academic Participant, provided that access to such thesis shall only be available on conditions of confidentiality no less onerous than those contained in Clause 15.

21. Warranties, Liability and Indemnity

21.1. Each Participant warrants that it has the right to enter into this Agreement.

21.2. The Participants acknowledge and agree that no warranty or representation is provided by any Participant in relation to the Background, Consortium Results, Material and/or Confidential Information provided by it hereunder and in particular (but without limiting the foregoing) no warranty or representation, express or implied, is given by any Participant as to the merchantability or fitness for a particular purpose of the Background, Consortium Results, Material and/or Confidential Information or that the content or use of the Background, Consortium Results, Material and/or Confidential Information will not constitute or result in the infringement of any patent, copyright, trademark or other rights of a Third Party.

21.3. Subject to the limitations and exemptions shown in this Agreement, each Participant shall be solely responsible and liable for any claims for loss, damage, cost or expenses that
directly results from that Participant's use of Background, Consortium Results, Private Screen Results (in relation to Industry Participants only) and/or Joint Consortium Results and/or other information provided under this Agreement. For the avoidance of doubt, the liability accepted by a Participant under this Clause 21.3 shall not extend to: (i) any claims or losses to the extent they arise from the action or omission of any other Participant; or (ii) indirect damages or losses, or to any loss of profits, loss of revenue, loss of data, loss of contracts or opportunity, whether direct or indirect, even if the Participant bringing the claim has advised the other Participant or Participants of the possibility of those losses, or if they were within any other Participant's contemplation.

21.4. Each Participant ("Indemnifying Participant") shall indemnify the other Participants (each an "Indemnified Participant") against all liabilities, costs, expenses, damages and losses (excluding indirect damages or losses, any loss of profits, loss of revenue, loss of data, loss of contracts or opportunity, whether direct or indirect) suffered or incurred by the Indemnified Participant in connection with any Third Party claims arising from:

21.4.1. the Indemnifying Participant's performance of its obligations under this Agreement;

21.4.2. the Indemnified Participant's use of the Indemnifying Participant's Background, Consortium Results, Private Screen Results, Material and/or Confidential Information, in accordance with this Agreement;

21.4.3. the receipt or use by a Third Party (including pursuant to Clause 9.1.6) of Background, Consortium Results, Private Screen Results, Material, Confidential Information and/or other items or services provided to them by the Indemnifying Participant pursuant to this Agreement;

except where such a claim results from the action or omission of the Indemnified Participant.

21.5. The indemnity provided for under Clause 21.4 above is conditional on the Indemnified Participant discharging the following obligations. If any Third Party makes a claim, or notifies an intention to make a claim, against the Indemnified Participant which may reasonably be considered likely to give rise to a claim under this indemnity ("Claim"), the Indemnified Participant shall:

21.5.1. as soon as reasonably practicable, give written notice of the Claim to the Indemnifying Participant, specifying the nature of the Claim in reasonable detail;

21.5.2. not make any admission of liability, agreement or compromise in relation to the Claim without the prior written consent of the Indemnifying Participant (such consent not to be unreasonably conditioned, withheld or delayed);

21.5.3. give the Indemnifying Participant and its professional advisers access at reasonable times (on reasonable prior notice) to its premises and its officers, directors, employees, agents, representatives or advisers, and to any relevant assets, accounts, documents and records within the power or control of the Indemnified Participant, so as to enable the Indemnifying Participant and its professional advisers to examine them and to take copies (at the Indemnifying Participant's expense) for the purpose of assessing the Claim; and

21.5.4. take such action as the Indemnifying Participant may reasonably request to avoid, dispute, compromise or defend the Claim.
21.6. Nothing in this Clause 21 shall restrict or limit the Indemnified Participant's general obligation at law to mitigate a loss it may suffer or incur as a result of an event that may give rise to a Claim under this indemnity.

21.7. Nothing in this Agreement limits or excludes a Participant's liability for:

21.7.1. death or personal injury;

21.7.2. any fraud or for any sort of liability that, by law, cannot be limited or excluded; or

21.7.3. any loss or damage caused by a deliberate breach of this Agreement.

22. Termination

22.1. This Agreement will terminate at the expiration of the Term or Extended Term, as the case may be, or may be terminated by written notice on any of the following events:

22.1.1. termination of the Award by the Funder or DUNDEE in accordance with the terms of the Award; or

22.1.2. upon the unanimous decision of the Board.

22.2. In the event of termination (howsoever arising) the affairs of the PDI Consortium will be wound up. The Board will meet and calculate any costs of termination and termination-related action points in relation, but not limited to, post-termination management of Consortium Compounds and protection, licensing, exploitation of Consortium Results and administration of Milestone payments.

22.3. Termination of this Agreement shall not affect the rights of either Participant against the other in respect of the period up to the date of termination.

22.4. Upon the termination of this Agreement, the Participants shall use all reasonable endeavours to limit or terminate any outstanding commitments.

22.5. The failure on the part of any Participant to exercise or enforce any right conferred upon it under this Agreement shall not be deemed to be a waiver of any such right or operate to bar the exercise or enforcement thereof at any time or time thereafter.

22.6. If they unanimously agree to do so, the Board may treat any Participant as having withdrawn from the PDI Consortium with immediate effect by giving notice to that Participant if:

22.6.1. that Participant is in breach of any provision of this Agreement (including an obligation to make payment) and (if it is capable of remedy) the breach has not been remedied within ninety (90) days after receipt of written notice from the Board specifying the breach and requiring its remedy; or

22.6.2. that Participant becomes insolvent, or if an order is made or a resolution is passed for its winding up (except voluntarily for the purpose of solvent amalgamation or reconstruction), or if an administrator, administrative receiver or receiver is appointed over the whole or any part of its assets, or if it makes any arrangement with its creditors

and in either case that Participant shall be deemed to be a Withdrawing Participant in accordance with Clause 7 and the terms of Clause 7.2 (with the exception of all references
to Industry Funding in relation to Academic Participants under Clause 7.2) shall apply to its withdrawal from the PDI Consortium.

22.7. In the event that a Participant is in breach of any material provision of this Agreement ("the Defaulting Participant") which is irremediable or which is not remedied within ninety (90) days' written notice from the Board requiring that it be remedied, the Board may direct the withdrawal of the Defaulting Participant's involvement in this Agreement by giving not less than twenty eight (28) days' prior written notice, effective as of the date of posting by first class mail, to the Defaulting Participant. Such withdrawal shall, at the expiry of such period of notice and without need for further action, take place with respect to the Defaulting Participant and the Defaulting Participant shall be deemed to have agreed to the withdrawal of its participation therein, provided always that, in addition to the provisions under Clause 7.2.,

22.7.1. the tasks of the Defaulting Participant as specified in any Research Plan of an active Consortium Project may be allocated to any other Participant or Third Party acceptable to the other Participants and which agrees to be bound by the terms of this Agreement, with preference being granted to the remaining Participants. The Defaulting Participant shall be deemed to have accepted such allocation; and

22.7.2. In the case where the Defaulting Participant is an Academic Participant and where such Academic Participant has received Industry Funding for Consortium Project activities which are the subject of such default, such Academic Participant may be required to refund in full or in part the Industry Funding that they have received for the relevant Consortium Project activities following decision of the Board.

23. **Force Majeure**

Except for payment of money due, a Participant shall not be liable for failure to perform its obligations under this Agreement, nor be liable to any claim for compensation or damage, nor be deemed to be in breach of this Agreement, if such failure arises from Force Majeure.

24. **Compliance with laws during the Term and/or any Extended Term**

24.1. Each Participant undertakes to the other Participants to comply at all times with all relevant laws and regulations in connection with the operation and activities of the PDI Consortium and, in addition, the Industry Participants acknowledge that DUNDEE is under an obligation to comply at all times with all of the rules and regulations (as amended, varied, substituted and in force from time to time) of the Funder in connection with or for the purposes of providing the operation and activities of the PDI Consortium.

24.2. Notwithstanding the provisions of Clause 24.1, the Participants agree to comply with the terms of the Data Protection Act 1998 (including the data protection principles enshrined therein) (the "Act"). A Participant may, in connection with the activities of the PDI Consortium, operate as a data processor (as defined in the Act) of personal data (as defined in the Act) being processed on behalf of a data controller (as defined in the Act). Accordingly, any such Participant acting as data processor undertakes to the other Participants to ensure that it maintains, and such personal data is fully protected by, appropriate access restrictions and other appropriate technical and organisational measures against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data.
24.3. In the performance of the PDI Consortium, the Participants shall comply fully at all time with all applicable laws and regulations, including but not limited to applicable anti-corruption laws, of the territory in which the Participants conduct business with each other.

24.4. A Participant's failure to abide by the provisions of Clauses 24.3 shall be deemed a material breach of this Agreement for the purpose of Clause 22.7.

24.5. The Participants agree to comply and shall procure and ensure that those acting for or on behalf of the Participants (including its subcontractors) comply with all relevant statutes, legislation, regulations and guidelines for the care, welfare and ethical treatment of animals in the country where the animal studies are being performed. The Participants further agree they shall procure and ensure that those acting for or on behalf of the Participants (including its subcontractors) comply with the "3Rs" Principles – reducing the number of animals used, replacing animals with non-animal methods whenever possible and refining the research techniques used. All work must be conducted in adherence to the core principles for animals identified below. Local customs, norms, practices or laws may be additive to the core principles, but the Participants agree to comply and shall procure and ensure that those acting for or on behalf of the Participants (including its subcontractors) comply, as a minimum, with these core principles: (a) access to species appropriate food and water; (b) access to species specific housing, including species appropriate temperature and humidity levels; (c) access to humane care and a program of veterinary care; (d) animal housing that minimizes the development of abnormal behaviours; (e) adherence to principles of replacement, reduction and refinement in the design of in vivo or ex vivo studies; (f) review of study design and purpose by institutional ethical review panel; (g) commitment to minimizing pain and distress during in vivo and ex vivo studies; (h) work is performed by staff trained to conduct the procedures for which they are responsible; (i) training is documented and verified; and (j) processes are in place to minimize animal use.

24.6. Unless otherwise required or prohibited by law, each Participant warrants, to the best of its knowledge, that in relation to the performance of this Agreement:

24.6.1. they do not employ engage or otherwise use any child labour in circumstances such that the tasks performed by any such child labour could reasonably be foreseen to cause either physical or emotional impairment to the development of such child;

24.6.2. they do not use forced labour in any form (prison, indentured, bonded or otherwise) and its employees are not required to lodge papers or deposits on starting work;

24.6.3. they provide a safe and healthy workplace, presenting no immediate hazards to its employees. Any housing provided by the Participants to their employees is safe for habitation. The Participants provides access to clean water, food, and emergency healthcare to their employees in the event of accidents or incidents in the workplace;

24.6.4. they do not discriminate against any employees on any ground (including race, religion, disability or gender);

24.6.5. they do not engage in or support the use of corporal punishment, mental, physical, sexual or verbal abuse and does not use cruel or abusive disciplinary practices in the workplace;

24.6.6. they pay each employee at least the minimum wage, or a fair representation of the prevailing industry wage, (whichever is the higher) and provides each employee with all legally mandated benefits;
24.6.7. they comply with the laws on working hours and employment rights in the
countries in which they operate; and

24.6.8. they are respectful of their employees right to join and form independent trade
unions and freedom of association.

24.7 The Participants agree that they are responsible for controlling their own supply chain and
that they shall encourage compliance with ethical standards and human rights by any
subsequent supply of goods and services that are used by the Participants when performing
their obligations under this Agreement. The Participants shall ensure that they have ethical
and human rights policies and an appropriate complaints procedure to deal with any
breaches of such policies.

25. Relationship of the Participants

25.1 This Agreement shall relate solely to the Participants’ performance of the PDI Consortium
and shall not extend to any other activities or transactions between the Participants.

25.2 This Agreement shall not constitute, create, give effect to or otherwise be a joint venture,
partnership or formal business organisation of any kind and no Participant shall have the
authority to bind any other Participant without prior written approval of such other Participant
(other than as expressly provided for in this Agreement under Clause 10.2.7).

26. Non-Assignment

26.1 This Agreement may not be assigned or otherwise transferred by any Participant, in whole
or in part, without the express prior written consent of the other Participants, provided,
however, an Industry Participant may make such an assignment without the Academic
Participants’ written consent (but shall provide the other Participants with notice of such
assignment) (i) to an Affiliate or (ii) in conjunction with the sale of an Industry Participant, or
all or substantially all assets of such Industry Participant related to the subject matter of this
Agreement, to, or the merger of an Industry Participant with, any Third Party.

27. Settlement of Disputes

27.1 In the event of any dispute or difference between the Participants arising in connection with
this Agreement, the senior executive officers of the disputing Participants first shall, within
twenty eight (28) days of a written request from any Participant to the other, meet in good
faith to resolve the dispute without recourse to proceedings.

27.2. If a dispute cannot be resolved under Clause 27.1 above, the Participants will then attempt
to settle it by mediation in accordance with the Centre for Effective Dispute Resolution
(“CEDR”) Model Mediation Procedure. Unless otherwise agreed between the Participants
within 14 days of notice of the dispute, the mediator will be nominated by CEDR. To initiate
the mediation a Participant must give notice in writing (“ADR Notice”) to the other Participant
or Participants to the dispute requesting a mediation. A copy of the request should be sent
to CEDR.

27.3 The mediation will start not later than twenty-eight (28) days after the date of the ADR
Notice. The commencement of a mediation will not prevent the Participants commencing or
continuing court proceedings where necessary to mitigate their loss.
27.4. If the parties fail to resolve a dispute in mediation, such dispute shall be resolved by arbitration before a single arbitrator in accordance with the then current CPR Rules for Non-Administered Arbitration of International Disputes ("CPR Rules") (www.cpradr.org), except where those rules conflict with these provisions, in which case this provision controls. CPR is designated as the Neutral Organization for all purposes. The arbitrator shall be selected within 20 business days from commencement of the arbitration from the CPR Panels of Distinguished Neutrals in accordance with Rules 5.3 and 6 of the CPR Rules, unless a candidate not on such Panel is approved by both parties. Within 45 days of initiation of arbitration, the parties shall reach agreement upon and thereafter follow procedures, including limits on discovery, assuring that the arbitration will be concluded and the award rendered within no more than eight months from selection of the arbitrator or, failing agreement, procedures meeting such time limits will be designed by the Arbitrator and adhered to by the parties. The arbitration will be conducted in English and held in London, England. The arbitrator shall decide the merits of any dispute in accordance with the law governing this Agreement, without application of any principle of conflict of laws that would result in reference to a different law. The award may be entered and enforced in any court of competent jurisdiction. The arbitrator may award the costs and expenses of the arbitration as provided in the CPR Rules, but each party shall bear its own attorney fees.

Each party has the right to seek from the appropriate court provisional remedies to avoid irreparable harm, maintain the status quo, or preserve the subject matter of the dispute. All aspects of the mediation and arbitration shall be treated as confidential.

EACH PARTY HERETO WAIVES: (1) ITS RIGHT TO TRIAL OF ANY ISSUE BY JURY, (2) WITH THE EXCEPTION OF RELIEF MANDATED BY STATUTE, ANY CLAIM TO PUNITIVE, EXEMPLARY, MULTIPLIED, INDIRECT, CONSEQUENTIAL OR LOST PROFITS/REVENUES DAMAGES, AND (3) ANY CLAIM FOR ATTORNEY FEES, COSTS AND PREJUDGMENT INTEREST.

28. Notices

Any notice to be given under this Agreement shall be in writing and sent to the Participant at the address and email address given in this Agreement or as otherwise notified in writing to the other Participants, as follows:

For DUNDEE:

University of Dundee
Research and Innovation Services
11 Perth Road
Dundee DD1 4HN

For the attention of the Director of Research and Innovation Services (Ref: 7083_CRT)

For OXFORD:

Research Services
University of Oxford
Joint Research Office, Block 60,
Churchill Hospital,
Old Road, Headington,
Oxford OX3 7LE, U.K.
For EDINBURGH:

Director of Research
Edinburgh Research and Innovation Limited,
1 – 7 Roxburgh Street, Edinburgh, EH8 9TA
Scotland

with a copy to Legal Division at the same address.

For JPNV:

For the attention of: Henk Sipma for general notices and Christophe Verbruggen for legal notices.

With copy to:

Johnson & Johnson
1 Johnson & Johnson Plaza
New Brunswick, NJ 08933
Attention: Chief Intellectual Property Counsel

29. Announcements

29.1. No Participant shall make, or permit any person to make, any public announcement concerning this Agreement without the prior written consent of the Board (such consent not to be unreasonably withheld or delayed), except as required by law, any governmental or regulatory authority (including, without limitation, any relevant securities exchange), any court or other authority of competent jurisdiction.

29.2. No Participant shall use the name or any trademark or logo of any other Participant in any press release or product advertising, or for any other commercial purpose, without the prior written consent of that other Participant.

30. Entire Agreement

30.1. This Agreement constitutes the entire agreement between the Participants and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

30.2. Each Participant agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement. Each Participant agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement.

31. Amendment to this Agreement

No amendment to this Agreement shall be effective unless it is in writing and signed by the authorised representatives of the Participants.

32. Waiver

The failure of either Participant to require performance by the other Participant of any of that other Participant's obligations hereunder shall in no manner affect the right of such Participant to enforce the same at a later time. No waiver by any Participant hereto of any
condition, or of the breach of any provision, term, representation or warranty contained in the agreement shall be deemed to be or construed as a further or continuing waiver of any such condition or breach, or of any other condition or of the breach of any other provision, term, representation, or warranty hereof. The remedies provided in this agreement are not exclusive and the Participant suffering from a breach or default of the agreement may pursue all other remedies, both legal and equitable, alternatively or cumulatively.

33. Rights and Remedies

Except as expressly provided in this Agreement, the rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

34. Severance

In the event that a court of competent jurisdiction holds any provision of this agreement to be invalid, such holding shall have no effect on the remaining provisions of the agreement, and they shall continue in full force and effect.

35. Several Liability

Unless expressly provided otherwise in this Agreement, the liability of the Participants for their obligations under this Agreement shall be several and extend only to any loss or damage arising out of their own breaches.

36. Language

This Agreement is drafted in the English language. If this Agreement is translated into any other language, the English language version shall prevail.

37. Third Party rights

Except as expressly provided elsewhere in this Agreement, a person who is not a Participant to this Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

38. Governing Law

This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

39. Jurisdiction

Each Participant irrevocably agrees that the courts of England and Wales shall have non-exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

40. Counterparts
40.1. This Agreement may be executed in any number of counterparts, each of which when
executed and delivered shall constitute a duplicate original, but all the counterparts shall
together constitute the one agreement.

40.2. No counterpart shall be effective until each Participant has executed and delivered at least
one counterpart.

SIGNED FOR AND ON BEHALF OF THE UNIVERSITY OF DUNDEE:

Full Name: _____________________________ Signed: _____________________________
Designation: _____________________________ Date: _____________________________

SIGNED FOR AND ON BEHALF OF THE CHANCELLOR MASTERS AND SCHOLARS OF THE
UNIVERSITY OF OXFORD:

Full Name: _____________________________ Signed: _____________________________
Designation: _____________________________ Date: _____________________________

SIGNED FOR AND ON BEHALF OF THE UNIVERSITY COURT OF THE UNIVERSITY OF
EDINBURGH:

Full Name: _____________________________ Signed: _____________________________
Designation: _____________________________ Date: _____________________________

SIGNED FOR AND ON BEHALF OF JANSSEN PHARMACEUTICA N.V.

Full Name: Werner COUSSEMENT, DVM, PhD
Designation: Global Head, Preclinical, Development & Safety
Janssen Pharmaceutica NV
Signed: _____________________________
Date: _____________________________

Tom AELBRECHT
Head Janssen Campus Office
Member of the Board
Janssen Pharmaceutica NV
Signed: _____________________________
Date: _____________________________
40.1. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

40.2. No counterpart shall be effective until each Participant has executed and delivered at least one counterpart.

This Agreement has been entered into on the date stated at the beginning of it.

SIGNED FOR AND ON BEHALF OF THE UNIVERSITY OF DUNDEE

Full Name: ____________________________ Signed ____________________________
Designation: ____________________________ Date: ____________________________

SIGNED FOR AND ON BEHALF OF THE CHANCELLOR MASTERS AND SCHOLARS OF THE UNIVERSITY OF OXFORD:

Full Name: Gill Rowe
Designation: Head, Research Services, Medical Sciences, University of Oxford
Signed: ____________________________
Date: 30 October 2015

SIGNED FOR AND ON BEHALF OF THE UNIVERSITY COURT OF THE UNIVERSITY OF EDINBURGH:

Full Name: ____________________________ Signed ____________________________
Designation: ____________________________ Date: ____________________________

SIGNED FOR AND ON BEHALF OF JANSSEN PHARMACEUTICA N.V.:

Full Name: ____________________________ Signed ____________________________
Designation: ____________________________ Date: ____________________________
40.1. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

40.2. No counterpart shall be effective until each Participant has executed and delivered at least one counterpart.

This Agreement has been entered into on the date stated at the beginning of it.

SIGNED FOR AND ON BEHALF OF THE UNIVERSITY OF DUNDEE:

Full Name: .......................................................... Signed .................................................
Designation ............................................... Date: ..........................................................

SIGNED FOR AND ON BEHALF OF THE CHANCELLOR MASTERS AND SCHOLARS OF THE UNIVERSITY OF OXFORD:

Full Name: .......................................................... Signed .................................................
Designation ............................................... Date: ..........................................................

SIGNED FOR AND ON BEHALF OF THE UNIVERSITY COURT OF THE UNIVERSITY OF EDINBURGH:

Full Name: .......................................................... Signed .................................................
Designation ............................................... Date: ..........................................................

LINDSAY HAMPTON
EDINBURGH RESEARCH & INNOVATION LTD
17 ROXBURGH STREET
EDINBURGH EH3

SIGNED FOR AND ON BEHALF OF JANSSEN PHARMACEUTICA N.V.:

Full Name: .......................................................... Signed .................................................
Designation ............................................... Date: ..........................................................

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Schedule 1

PDI Consortium Aims and Objectives

Phase One

i. The development and exploitation of innovative biological assays relevant to human disease;

ii. The assembly of best-in-class non-proprietary chemical entities to probe the underlying disease biology;

iii. To allow academic science to combine with practical industrial experience for mutual benefit by way of training, collaboration, licensing and;

iv. Synergistic cost and risk-sharing;

v. The development of a panel of phenotypic profiling assays;

Phase Two

vi. retrospective identification of the molecular targets underlying the observed phenotypic responses (target deconvolution) to aid rational drug design and allow the development of target-specific assays;

vii. target validation

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<th>Objective</th>
<th>Deliverables</th>
<th>Priority</th>
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<td>1. The development and exploitation of innovative biological assays relevant to human disease</td>
<td>Development of robust and well-characterized phenotypic assays</td>
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<td>Access to disease-relevant, screening-compatible cellular assays</td>
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<td>Collaborate with Academic Participants on a number of Consortium Projects as determined by the Scientific Committee during the Term</td>
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<td>Increase probability of clinical success</td>
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<td>Gain knowledge that phenotype can be perturbed by small molecules.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Knowledge and data to enable lead discovery and project progress</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Use of Academic Participant Assays:</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Each Industry Participant has right to a Private Screen of their proprietary compound sets at their own cost</td>
<td></td>
</tr>
<tr>
<td></td>
<td>(In-house or using an Academic Participant) using the assays developed from Consortium Projects.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Service provision:</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Each Industry Participant shall be entitled to engage</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Academic Participants to develop proprietary assays to screen their</td>
<td></td>
</tr>
<tr>
<td>2. The assembly of best-in-class non-proprietary chemical entities to probe the underlying disease biology</td>
<td></td>
<td></td>
</tr>
<tr>
<td>---</td>
<td>---</td>
<td></td>
</tr>
<tr>
<td><strong>2.</strong></td>
<td>Share annotated chemical tools: High information content for target identification</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Enable lead identification with adaptive screening of structural diverse library.</td>
<td></td>
</tr>
<tr>
<td>3. To allow academic science to combine with practical industry experience for mutual benefit by way of training, collaboration and licensing</td>
<td>Innovative phenotypic assays and methods to screen</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Practical access to Participants' academic and industry knowledge disease, expertise, assays and reagents</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Training, access to expertise and skills development</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Industry scientists open to visit the Academic Participants' hubs to aid knowledge transfer</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Benefits to industry and academia: assay licensing and collaboration framework to attract national and international academic investigators</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Sandbox for screening technology and methods development</td>
<td></td>
</tr>
<tr>
<td>4. Synergistic cost and risk-sharing</td>
<td>Synergy and alignment with ongoing initiatives in the translational/discovery space</td>
<td></td>
</tr>
<tr>
<td>5. Development of a panel of phenotypic profiling assays</td>
<td>Exploit phenotypic assays beyond hit discovery</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Access to growing panel of phenotypic assays for proprietary compound profiling</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Build sustainable business model for phenotypic profiling panel (potentially at cost or at preferential rates to Industry Participants)</td>
<td></td>
</tr>
<tr>
<td>6. Retrospective identification of the molecular targets underlying the observed phenotypic responses (target deconvolution) rational drug design and allow the development of target-specific assays</td>
<td>Pre-competitive consortium to discuss and explore target deconvolution technology development</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Leverage industry investment in phenotypic screening with match-funding public investments in target deconvolution (Phase 2)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Pre-competitive access to novel targets that perturb phenotypes</td>
<td></td>
</tr>
</tbody>
</table>

7. Validation
## Schedule 2

**PHENOMICS DISCOVERY INITIATIVE**

### Consortium Project

#### Research Plan proforma

<table>
<thead>
<tr>
<th>Scientific addressed by Research Plan</th>
<th>Call</th>
<th><strong>[INSERT CALL DETAILS - AS ISSUED BY SCIENTIFIC COMMITTEE]</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>Participant Details:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Academic/Associate Participant</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Industry Participant(s)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Project Team</td>
<td></td>
<td><strong>[INSERT ALL PI/INDUSTRY LEAD DETAILS FOR EACH PARTICIPANT INVOLVED]</strong></td>
</tr>
</tbody>
</table>

| Project Leader:                      |      | **[NAME AND EMPLOYING PARTICIPANT]** |
| Third Party sub-contracts required?   |      | **[INSERT DETAILS AND WHETHER IF PART OF SEPARATE RESEARCH COLLABORATION/THIRD PARTY FUNDING]** |
| Proposed Consortium Project:         |      | **[INSERT DETAILS AND TIMESCALES]** |

| Scientific justification:            |      | **[E.G. HOW THIS ADDRESSES THE CALL]** |
| Estimated costs/Budget                |      | **[INSERT BREAKDOWN OF COSTS AS RELATED TO SPECIFIC ACTIVITIES/TIMESCALES]** |
| Up-front payment required?            |      | **[INSERT RECOMMENDATION AND SUPPORTING EVIDENCE TO BOARD FOR APPROVAL OF AN UP-FRONT PAYMENT]** |
| Consortium Compounds required:       |      |                                                             |
| Academic Assay Already published?    |      |                                                             |
| Relevant Citations:                  |      |                                                             |
| Anticipated Deliverables:            |      |                                                             |
| Training Opportunities               |      |                                                             |
| Knowledge Transfer Opportunities:    |      |                                                             |
| Other information:                   |      |                                                             |
## Schedule 3

### Good Data Integrity Practices

**Experimental Design**

- All experiments must have a documented purpose and be identifiable by a unique reference.
- All experimental methodologies should be documented or reference made to their location.
- Experimental details must be recorded and any deviations documented and explained.

**Data Generation**

- Information about the test material must be sufficient to ensure its identification and integrity.
- Equipment used to generate the Data should be appropriate for the purpose and evidence for acceptable performance obtained at the time of the experiment.
- All Data generated must be collected into a secure location so as to minimise the risk of unauthorised alteration. Electronic Raw Data should be captured directly into a secure structured shared area or if not possible, the Data should be transferred to such a location as soon as possible and deleted from the original location.
- Where Data are observational and require subjective assessment, systems should be implemented to avoid bias.

**Data Recording**

- All Data should be recorded contemporaneously, should be retrievable and identifiable by unique reference and signed and dated by the scientist.
- Data recorded manually must be recorded according to this Schedule A and Appendices.
- Clear audit trails should be established that link experimental results back to the original observations with sufficient detail that the experiment could be reliably reconstructed.

**Data Analysis**

- Statistical methods used must be identified and recorded. Similarly, any supplementary software applications must be identified and recorded.
- Selective use of Data for inclusion or exclusion during the analysis must be fully justified.

**Reporting**

- Information and conclusions in reports must be traceable back to the supporting Data and the
Data should support the conclusions.
- Results and any conclusions, and their supporting Data must be approved by the Centre Director or his designee.
- If Data is selected for reporting, the subset of Data utilised and the reasons for selection should be justified, documented and approved by Centre Director or his designee.

**Data storage, Retention, Archiving**

- All Data must be stored with sufficient metadata to enable their reliable retrieval.
- All Data must be stored securely. Electronic Data must reside on a secure, shared area. No Data should be stored on local drives, CD’s, floppy disks, USB memory storage devices or any fragile or unsecured medium.
- All Supplementary Data should be archived and stored as instructed by the Management Board at all times.
Schedule 4

Materials Transfer Record Form

<table>
<thead>
<tr>
<th>Provider:</th>
<th>Provider's Contact:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Recipient:</td>
<td>Recipient's Contact:</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Description of Material transferred:</th>
<th>[insert details or exhibit a list at Annex 1]</th>
</tr>
</thead>
<tbody>
<tr>
<td>Describe any special handling or storage instructions for Material:</td>
<td>[insert details or exhibit a list at Annex 1]</td>
</tr>
</tbody>
</table>

The above Material is supplied by the Provider to the Recipient subject to the terms and conditions for transfer of Material provided for under the PDI Consortium Agreement dated [insert date].

Signed by the Parties

<table>
<thead>
<tr>
<th>Provider</th>
<th>Recipient</th>
</tr>
</thead>
<tbody>
<tr>
<td>Full name</td>
<td>Full name</td>
</tr>
<tr>
<td>Position</td>
<td>Position:</td>
</tr>
<tr>
<td>Signature</td>
<td>Signature:</td>
</tr>
<tr>
<td>Date</td>
<td>Date:</td>
</tr>
</tbody>
</table>
Schedule 5

Form of Accession for New Industry Participants
To the PDI Consortium Agreement dated [Effective Date of PDI CA]

[NAME AND FULL CORPORATE DETAILS OF NEW INDUSTRY PARTICIPANT]
hereby consents to become an Industry Participant under the PDI Consortium Agreement that is
attached as Exhibit 1 and accepts all the rights and obligations of an Industry Participant under the
PDI Consortium Agreement including all such additional terms specified under this Form of
Accession for New Industry Participants below, commencing from [INSERT DATE].

THE UNIVERSITY OF DUNDEE
hereby certifies on behalf of the PDI Consortium that the Board of the PDI Consortium has
consented in the meeting held on [insert date] to the accession of [NAME OF NEW INDUSTRY
PARTICIPANT] to the PDI Consortium commencing from [INSERT DATE].

1. Terms defined in the PDI Consortium Agreement shall have the same meaning when used
   in this Form of Accession.

2. Additional terms of accession in respect of [NAME OF NEW INDUSTRY PARTICIPANT]

<table>
<thead>
<tr>
<th>Additional term(s)</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>Provision of the following compounds to the</td>
<td>[list of compounds]</td>
</tr>
<tr>
<td>Consortium Compounds:</td>
<td></td>
</tr>
<tr>
<td>[NAME OF NEW</td>
<td>Payment of the sum of [insert] pounds sterling</td>
</tr>
<tr>
<td>INDUSTRY</td>
<td>payable to DUNDEE within 30 days of the date of</td>
</tr>
<tr>
<td>PARTICIPANT]'s contribution to the Industry</td>
<td>execution of this Form of Accession</td>
</tr>
<tr>
<td>Funding:</td>
<td></td>
</tr>
<tr>
<td>Further requirements:</td>
<td></td>
</tr>
</tbody>
</table>

This Accession document has been done in 2 originals to be duly signed by the
undersigned authorised representatives.

Date:
[NAME OF NEW INDUSTRY PARTICIPANT]

Signature
Name:
Position:

Date:
The University of Dundee

Signature
Name:
Title:

Exhibit 1

The Phenomics Discovery Initiative Agreement
Schedule 6
Form of Accession for New Academic Participants
To the PDI Consortium Agreement dated [Effective Date of PDI CA]

[NAME AND FULL DETAILS OF NEW ACADEMIC PARTICIPANT] hereby consents to become an Academic Participant under the PDI Consortium Agreement that is attached as Exhibit 1 and accepts all the rights and obligations of an Academic Participant under the PDI Consortium Agreement including all such additional terms specified under this Form of Accession for Academic Participants below, commencing from [INSERT DATE].

THE UNIVERSITY OF DUNDEE hereby certifies on behalf of the PDI Consortium that the Board of the PDI Consortium has consented in the meeting held on [insert date] to the accession of [NAME OF ACADEMIC PARTICIPANT] to the PDI Consortium commencing from [INSERT DATE].

1. Terms defined in the PDI Consortium Agreement shall have the same meaning when used in this Form of Accession.

2. Additional terms of accession in respect of [NAME OF ACADEMIC PARTICIPANT]

<table>
<thead>
<tr>
<th>Additional term(s)</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Provision of the following Academic Assay:</td>
<td></td>
</tr>
<tr>
<td>2. Provision of the following compounds to the Consortium Compounds:</td>
<td>[insert list]</td>
</tr>
<tr>
<td>3. Further requirements:</td>
<td></td>
</tr>
</tbody>
</table>

This Accession document has been done in 2 originals to be duly signed by the undersigned authorised representatives.

Date: [NAME OF NEW ACADEMIC PARTICIPANT]
Signature:
Name:
Position:

Date: The University of Dundee
Signature:
Name:
Title:

Exhibit 1
The Phenomics Discovery Initiative Agreement
Schedule 7

Form of Accession for Associate Participants
To the PDI Consortium Agreement dated [Effective Date of PDI CA]

[NAME AND FULL DETAILS OF ASSOCIATE PARTICIPANT]
hereby consents to become an Associate Participant under the PDI Consortium Agreement that is
attached as Exhibit 1 and accepts all the rights and obligations of an Associate Participant under
the PDI Consortium Agreement including all such additional terms specified under this Form of
Accession for Associate Participants below, commencing from [INSERT DATE].

THE UNIVERSITY OF DUNDEE
hereby certifies on behalf of the PDI Consortium that the Board of the PDI Consortium has
consented in the meeting hold on [insert date] to the accession of [NAME OF ASSOCIATE
PARTICIPANT] to the PDI Consortium commencing from [INSERT DATE].

1. Terms defined in the PDI Consortium Agreement shall have the same meaning when used in
this Form of Accession.

2. Additional terms of accession in respect of [NAME OF ASSOCIATE PARTICIPANT]

<table>
<thead>
<tr>
<th>Additional term(s)</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>Provision of the following</td>
<td></td>
</tr>
<tr>
<td>Academic</td>
<td></td>
</tr>
<tr>
<td>Assay/Background:</td>
<td></td>
</tr>
<tr>
<td>Provision of the following</td>
<td>[insert list]</td>
</tr>
<tr>
<td>compounds to the Consortium</td>
<td></td>
</tr>
<tr>
<td>Compounds:</td>
<td></td>
</tr>
<tr>
<td>Further requirements</td>
<td></td>
</tr>
</tbody>
</table>

This Accession document has been done in 2 originals to be duly signed by the
undersigned authorised representatives.

Date: ____________________________

[NAME OF ASSOCIATE PARTICIPANT]

Signature
Name:
Position:

Date: ____________________________
The University of Dundee

Signature:
Name:
Title:

Exhibit 1

The Phenomics Discovery Initiative Agreement

S:\RIS\RISResearch\Finance\Grants & Contracts Office Files\School of Life Sciences\7083 Hopkins Phenotypic Screening Centre\Contracts\PDI Consortium Agreement drafts\7083 PDI Consortium Agreement vFinal.docx
PDI CONSORTIUM AGREEMENT

MINUTE OF AMENDMENT - No. 1

THIS MINUTE OF AMENDMENT ("Amendment") IS ENTERED INTO BY:

PARTIES:

(1) THE UNIVERSITY OF DUNDEE, established by Royal Charter dated 20 July 1967 and a registered Scottish charity (charity number SC015096) and having its principal office at 149 Nethergate, Dundee DD1 4HN ("DUNDEE"); and

(2) THE CHANCELLOR MASTERS AND SCHOLARS OF THE UNIVERSITY OF OXFORD, whose administrative office is at University Offices, Wellington Square, Oxford, OX1 2JD ("OXFORD"); and

(3) THE UNIVERSITY COURT OF THE UNIVERSITY OF EDINBURGH, a charitable body registered in Scotland under registration number SC005336, incorporated under the Universities (Scotland) Acts whose main administrative office is at Old College, South Bridge, Edinburgh, EH8 9YL ("EDINBURGH"); and

(4) JANSSEN RESEARCH & DEVELOPMENT, a division of Janssen Pharmaceutica NV, a business corporation organized and existing under the laws of Belgium, having a place of business at Turnhoutseweg 30, 2340 Beerse, Belgium ("JPNV").

BACKGROUND:

(A) DUNDEE, OXFORD, EDINBURGH AND JPNV are each a party to a Consortium Agreement dated 10 November 2015 ("the Agreement"); and

(B) The Participants wish to amend Clause 21 of the Agreement as set out in this Amendment with effect from 10 November 2015 (the "Amendment Date").

Agreed Terms

1. In this Amendment, expressions defined in the Agreement and used in this Amendment have the meaning set out in the Agreement.

2. In consideration for the payment of £1.00 by each Participant to the other Participants (receipt of which is hereby acknowledged by each Participant), with effect from the Amendment Date the Parties agree that the Agreement shall be amended as follows:

(a) The content of Clause 21.3 is deleted in its entirety and replaced with

"Subject to the limitations and exemptions shown in this Agreement, each Participant shall be solely responsible and liable for any claims for loss, damage, cost or expenses that directly results from that Participant’s use of Background, Consortium Results, Material, Private Screen Results (in relation to Industry Participants only) and/or Joint Consortium Results and/or other information provided under this Agreement. For the avoidance of doubt, the liability accepted by a Participant under this Clause 21.3 shall not extend to any claims or losses to the extent they arise from the action or omission of any other Participant"; and

(b) The content of Clause 21.4 is deleted in its entirety and replaced with

1
"Subject always to the terms of Clause 21.8 below, each Participant ("Indemnifying Participant") shall indemnify the other Participants (each an "Indemnified Participant") against all liabilities, costs, expenses, damages and losses suffered or incurred by the Indemnified Participant in connection with any Third Party claims arising from:

21.4.1 the Indemnifying Participant's performance of its obligations under this Agreement;

21.4.2 the Indemnified Participant's use of the Indemnifying Participant's Background, Consortium Results, Private Screen Results, Material and/or Confidential Information, in accordance with this Agreement.

21.4.3 the receipt or use by a Third Party (including pursuant to Clause 9.1.6) of Background, Consortium Results, Private Screen Results, Material, Confidential Information and/or other items or services provided to them by the Indemnifying Participant pursuant to this Agreement;

except where such a claim results from the action or omission of the Indemnified Participant."

(c) A new Clause 21.8 is added as follows:

"In no circumstances shall any Participant be liable to any other Participant for any loss of profits, revenue, business opportunity or goodwill or any special, indirect, incidental or consequential damages, whether in contract, warranty, negligence, delict, strict liability or otherwise, arising out of any breach of or failure to perform any of the provisions of this Agreement."

3. Save as amended above, the Agreement shall remain unchanged and in force. In the event of any inconsistency between the terms of the Agreement and this Amendment, this Amendment shall prevail. All capitalised terms in this letter shall have the same meaning as those in the Agreement.

4. This Amendment shall have effect as from the Amendment Date, notwithstanding the date that this Amendment is countersigned by the Participants. This Amendment shall be governed by and interpreted in accordance with English law.
6. This Amendment may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement. Transmission of an executed counterpart of this Amendment (but for the avoidance of doubt not just a signature page) by e-mail (in PDF format) shall take effect as delivery of an executed counterpart of this Amendment. If either method of delivery is adopted then each Participant shall provide the others with the original of such counterpart as soon as reasonably possible thereafter. No counterpart shall be effective until each Participant has executed and delivered at least one counterpart.

SIGNED FOR AND ON BEHALF OF THE UNIVERSITY OF DUNDEE:

Full Name: ................................................. Diane Taylor Signed:

Director
Research & Innovation Services

Desination: ........................................................ Date: 11/3/16

SIGNED FOR AND ON BEHALF OF THE CHANCELLOR MASTERS AND SCHOLARS OF THE UNIVERSITY OF OXFORD:

Full Name: .................................................................. Signed:

Desination: ..................................................................... Date:

SIGNED FOR AND ON BEHALF OF THE UNIVERSITY COURT OF THE UNIVERSITY OF EDINBURGH:

Full Name: ................. Nora Kellock Signed:

Solicitor

Desination: ........................................................ Date: 10 March 2016

SIGNED FOR AND ON BEHALF OF JANSSEN PHARMACEUTICA N.V.:

Full Name: .................................................................. Signed:

Desination: ................................................................... Date:

LEGAL REFERENCE: [Redacted]
5. This Amendment may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement. Transmission of an executed counterpart of this Amendment (but for the avoidance of doubt not just a signature page) by e-mail (in PDF format) shall take effect as delivery of an executed counterpart of this Amendment. If either method of delivery is adopted then each Participant shall provide the others with the original of such counterpart as soon as reasonably possible thereafter. No counterpart shall be effective until each Participant has executed and delivered at least one counterpart.

SIGNED FOR AND ON BEHALF OF THE UNIVERSITY OF DUNDEE:

Full Name: .................................................. Signed: ..........................................................

Designation: .................................................. Date: ...........................................

SIGNED FOR AND ON BEHALF OF THE CHANCELLOR MASTERS AND SCHOLARS OF THE UNIVERSITY OF OXFORD:

Full Name: Dr Richard Liwicki
Deputy Director
Research Services
University of Oxford

Signed: ..........................................................

Designation: .................................................. Date: ...........................................

SIGNED FOR AND ON BEHALF OF THE UNIVERSITY COURT OF THE UNIVERSITY OF EDINBURGH:

Full Name: .................................................. Signed: ..........................................................

Designation: .................................................. Date: ...........................................

SIGNED FOR AND ON BEHALF OF JANSSEN PHARMACEUTICA N.V.:

Full Name: .................................................. Signed: ..........................................................

Designation: .................................................. Date: ...........................................
5. This Amendment may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement. Transmission of an executed counterpart of this Amendment (but for the avoidance of doubt not just a signature page) by e-mail (in PDF format) shall take effect as delivery of an executed counterpart of this Amendment. If either method of delivery is adopted then each Participant shall provide the others with the original of such counterpart as soon as reasonably possible thereafter. No counterpart shall be effective until each Participant has executed and delivered at least one counterpart.

SIGNED FOR AND ON BEHALF OF THE UNIVERSITY OF DUNDEE:

Full Name: ________________________________ Signed: ________________________________

Designation: ________________________________ Date: ________________________________

SIGNED FOR AND ON BEHALF OF THE CHANCELLOR MASTERS AND SCHOLARS OF THE UNIVERSITY OF OXFORD:

Full Name: ________________________________ Signed: ________________________________

Designation: ________________________________ Date: ________________________________

SIGNED FOR AND ON BEHALF OF THE UNIVERSITY COURT OF THE UNIVERSITY OF EDINBURGH:

Full Name: ________________________________ Signed: ________________________________

Designation: ________________________________ Date: ________________________________

SIGNED FOR AND ON BEHALF OF JANSSSEN PHARMACEUTICA N.V.:

Full Name: ________________________________ Signed: ________________________________

Designation: ________________________________ Date: ________________________________
PDI CONSORTIUM AGREEMENT

AMENDMENT No. 2

THIS AMENDMENT No. 2 ("Amendment") is to the Phenomics Discovery Initiative Consortium Agreement dated November 10, 2015 (the "Agreement"), effective as at November 10, 2015 ("Amendment Date"), IS ENTERED INTO BY:

PARTIES:

(1) THE UNIVERSITY OF DUNDEE, established by Royal Charter dated 20 July 1967 and a registered Scottish charity (charity number SC015096) and having its principal office at 149 Nethergate, Dundee DD1 4HN ("DUNDEE"); and

(2) THE CHANCELLOR MASTERS AND SCHOLARS OF THE UNIVERSITY OF OXFORD, whose administrative office is at University Offices, Wellington Square, Oxford, OX1 2JD ("OXFORD"); and

(3) THE UNIVERSITY COURT OF THE UNIVERSITY OF EDINBURGH, a charitable body registered in Scotland under registration number SC005336, incorporated under the Universities (Scotland) Acts whose main administrative office is at Old College, South Bridge, Edinburgh, EH8 9YL ("EDINBURGH"); and

(4) JANSSEN RESEARCH & DEVELOPMENT, a division of Janssen Pharmaceutica NV, a business corporation organized and existing under the laws of Belgium, having a place of business at Turnhoutseweg 30, 2340 Beerse, Belgium ("JPNV").

Agreed Terms

1. In this Amendment, expressions defined in the Agreement and used in this Amendment have the meaning set out in the Agreement.

2. In consideration for the payment of £1.00 by each Participant to the other Participants (receipt of which is hereby acknowledged by each Participant), with effect from the Amendment Date the Parties agree that the Agreement shall be amended as follows:

a) Under Clause 1.1, the definition of 'Annotated Compound Library' is deleted in its entirety and replaced with the following:

Means the library containing compounds with known preferential selectivity toward a single protein target or selectivity toward a small cluster of protein targets as contributed by the Participants during the Term, but excluding the Diversity Compound Library.

b) Under Clause 1.1, the definition of 'Diversity Compound Library' is deleted in its entirety and replaced with the following:

Means the library containing compounds with unknown preferential selectivity toward a single protein target or selectivity toward a small cluster of protein targets as contributed by the Participants during the Term, but excluding the Annotated Compound Library.
c) Under Clause 1.1, insertion of a new definition

'Target Profile' means, in relation to any compound within the Annotated Compound Library and/or the Diversity Compound Library, any additional information that the contributing Participant provides, at their discretion, in relation to the protein target(s) (or other biological information) of such compound.

d) Clause 3.3 is deleted in its entirety and replaced with the following

The start date for research activities of the PDI Consortium shall be May 1, 2016, unless otherwise agreed by the Participants.

e) Under Clause 8.2 the addition of a new sub-clause 8.2.1a as follows:

8.2.1a Such Associate Participant, where it is an academic and/or not-for-profit research organisation, shall be deemed to be an 'Academic Participant' for the purposes of their accession to the Agreement in the respect of the following clauses: 11.5.5, 11.6.1, 12.2, 16.3, 16.5, 17.2, 17.3, 18.5, 19.1, 19.2.2, 19.3, 19.4, 20.4, 20.5 and 20.8;

f) Clause 13.2 is deleted in its entirety and replaced with the following

Each Participant shall only contribute Consortium Compounds that it reasonably knows it has the right to provide for use by any Participant in Consortium Projects without restriction or without further consent needing to be sought from the providing Participant or any Third Party. In respect of Industry Participant contributions to the Consortium Compounds these shall, where possible and subject to notification under Clause 13.5, be comprised of compounds that are, or once were, commercially available compounds which are not proprietary to the Industry Participant. For clarity, the contribution of compounds does not imply exclusivity pursuant to Clause 2.5.

g) Clause 13.5 is deleted in its entirety and replaced with the following

DUNDEE will act as the curator of the Consortium Compound Material and Consortium Compound Information. Following the Commencement Date, each Participant shall be required to provide compounds in quantities and form as agreed with DUNDEE along with any relevant information. Each Participant shall also provide any special instructions in addition to Consortium Compound Information in relation to the guidelines, handling, safe use or maintenance of their compounds to DUNDEE, and DUNDEE shall be permitted to share such information with the Scientific Committee. Nothing in such special instructions shall conflict with the intellectual property ownership provisions in respect of Consortium Results and Joint Consortium Results under Clause 16. During the Term and subject to the availability of stock, a Participant shall be required to replenish compounds provided to DUNDEE for use as Consortium Compounds. The PDI Consortium may acquire commercially available compounds, subject to prior approval by the Scientific Committee, where appropriate for conduct of a Consortium Project.

h) Clause 13.7 is deleted in its entirety and replaced with the following

DUNDEE shall be entitled to make Consortium Compounds available to Project Teams for approved Consortium Projects during the Term. DUNDEE shall also provide such Project Teams with any Consortium Compound Information and any special instructions as provided to DUNDEE as a result of notification under Clause 13.5, where required for the preparation of a Research Plan during the Term.
3. Further to Clause 13.5, JPNV hereby provides under Schedule 1 to this Amendment its special instructions in relation to the compounds that it will provide under the Agreement.

4. Save as amended above, the Agreement shall remain unchanged and in force. In the event of any inconsistency between the terms of the Agreement and this Amendment, this Amendment shall prevail. All capitalised terms in this letter shall have the same meaning as those in the Agreement.

5. This Amendment shall have effect as from the Amendment Date, notwithstanding the date that this Amendment is countersigned by the Participants. This Amendment shall be governed by and interpreted in accordance with English law.

6. This Amendment may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement. Transmission of an executed counterpart of this Amendment (but for the avoidance of doubt not just a signature page) by e-mail (in PDF format) shall take effect as delivery of an executed counterpart of this Amendment. If either method of delivery is adopted then each Participant shall provide the others with the original of such counterpart as soon as reasonably possible thereafter. No counterpart shall be effective until each Participant has executed and delivered at least one counterpart.

SIGNED FOR AND ON BEHALF OF THE UNIVERSITY OF DUNDEE:

Full Name: Diane Taylor
Designation: Director

Signed: [Signature]
Date: 10/3/17

SIGNED FOR AND ON BEHALF OF THE CHANCELLOR MASTERS AND SCHOLARS OF THE UNIVERSITY OF OXFORD:

Full Name: 
Designation: 
Signed: 
Date: 

SIGNED FOR AND ON BEHALF OF THE UNIVERSITY COURT OF THE UNIVERSITY OF EDINBURGH:

Full Name: 
Designation: 
Signed: 
Date: 

SIGNED FOR AND ON BEHALF OF JANSSEN PHARMACEUTICA N.V.:

Full Name: Werner Gaussemb
Designation: Global Head Preclinical Development
Signed: [Signature]
Date: 9/2/17
3. Further to Clause 13.5, JPNV hereby provides under Schedule 1 to this Amendment its special instructions in relation to the compounds that it will provide under the Agreement.

4. Save as amended above, the Agreement shall remain unchanged and in force. In the event of any inconsistency between the terms of the Agreement and this Amendment, this Amendment shall prevail. All capitalised terms in this letter shall have the same meaning as those in the Agreement.

5. This Amendment shall have effect as from the Amendment Date, notwithstanding the date that this Amendment is countersigned by the Participants. This Amendment shall be governed by and interpreted in accordance with English law.

6. This Amendment may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement. Transmission of an executed counterpart of this Amendment (but for the avoidance of doubt not just a signature page) by e-mail (in PDF format) shall take effect as delivery of an executed counterpart of this Amendment. If either method of delivery is adopted then each Participant shall provide the others with the original of such counterpart as soon as reasonably possible thereafter. No counterpart shall be effective until each Participant has executed and delivered at least one counterpart.

SIGNED FOR AND ON BEHALF OF THE UNIVERSITY OF DUNDEE:

Full Name:  
Signed:  

Designation:  
Date:  

SIGNED FOR AND ON BEHALF OF THE CHANCELLOR MASTERS AND SCHOLARS OF THE UNIVERSITY OF OXFORD:

Full Name:  
Signed:  

Designation:  
Date:  

SIGNED FOR AND ON BEHALF OF THE UNIVERSITY COURT OF THE UNIVERSITY OF EDINBURGH:

Full Name:  
Signed:  

Designation:  
Date:  

SIGNED FOR AND ON BEHALF OF JANSSEN PHARMACEUTICA N.V.:

Full Name:  
Signed:  

Designation:  
Date:  
3. Further to Clause 3.5, JPNV hereby provides under Schedule 1 to this Amendment its special instructions in relation to the compounds that it will provide under the Agreement.

4. Save as amended above, the Agreement shall remain unchanged and in force. In the event of any inconsistency between the terms of the Agreement and this Amendment, this Amendment shall prevail. All capitalised terms in this letter shall have the same meaning as those in the Agreement.

5. This Amendment shall have effect as from the Amendment Date, notwithstanding the date that this Amendment is countersigned by the Participants. This Amendment shall be governed by and interpreted in accordance with English law.

6. This Amendment may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement. Transmission of an executed counterpart of this Amendment (but for the avoidance of doubt not just a signature page) by e-mail (in PDF format) shall take effect as delivery of an executed counterpart of this Amendment. If either method of delivery is adopted then each Participant shall provide the others with the original of such counterpart as soon as reasonably possible thereafter. No counterpart shall be effective until each Participant has executed and delivered at least one counterpart.

SIGNED FOR AND ON BEHALF OF THE UNIVERSITY OF DUNDEE:

Full Name: ___________________________ Signed: ___________________________

Designation: _________________________ Date: ____________________________

SIGNED FOR AND ON BEHALF OF THE CHANCELLOR MASTERS AND SCHOLARS OF THE UNIVERSITY OF OXFORD:

Full Name: ___________________________ Signed: ___________________________

Designation: _________________________ Date: ____________________________

SIGNED FOR AND ON BEHALF OF THE UNIVERSITY COURT OF THE UNIVERSITY OF EDINBURGH:

Full Name: ___________________________ Signed: ___________________________

Designation: _________________________ Date: ____________________________

SIGNED FOR AND ON BEHALF OF JANSSEN PHARMACEUTICA N.V.:

Full Name: ___________________________ Signed: ___________________________

Designation: _________________________ Date: ____________________________
PDI CONSORTIUM AGREEMENT

AMENDMENT No. 2

SCHEDULE 1

SPECIAL INSTRUCTIONS IN RELATION TO JPNV'S COMPOUNDS AS CONTRIBUTED TO DUNDEE IN ACCORDANCE WITH CLAUSE 13.5 OF THE PDI CONSORTIUM AGREEMENT

The definitions under the PDI Consortium Agreement are hereby incorporated into this Schedule, subject to the following additional definitions for this Schedule 1 only:

| 'Consortium Compound Structure' | Means chemical structural information of a compound from the JPNV Annotated Compound Library or of a compound from the JPNV Diversity Compound Library |
| 'Deblinded Data' | Means the Deblinded Data as defined below |
| 'Deblind Request List' | Means the Deblind Request List as defined below |
| 'Hit Criteria' | Means the criteria to which Consortium Results are reviewed under a Consortium Project that demonstrates that a compound (from either the JPNV Annotated Compound Library and/or the JPNV Diversity Compound Library) has significant modulatory activity against the Phenotypic Screening Assay involved in the Consortium Project. |
| 'JPNV Annotated Compound Library' | Means the JPNV compounds provided by JPNV to DUNDEE for the Annotated Compound Library |
| 'JPNV Diversity Compound Library' | Means the JPNV compounds provided by JPNV to DUNDEE for the Diversity Compound Library |

1. JPNV will contribute its Annotated Compound Library or Diversity Compound Library on a blinded basis as to the Consortium Compound Structure and the title to the physical Annotated Compound Library or the physical Diversity Compound Library contributed by JPNV passes to DUNDEE on shipment.

2. JPNV will act as the curator of the structures associated with Consortium Compounds contributed by JPNV and therefore such structures will not automatically be provided to DUNDEE on transfer.

3. All compounds from the JPNV Annotated Compound Library and the JPNV Diversity Compound Library will be made available to DUNDEE on a structure blinded basis only.

4. Promptly after completion or termination of the screening activities of a Consortium Project which has used compounds from JPNV Annotated Compound Library and/or the JPNV Diversity Compound Library, the Scientific Committee shall provide JPNV with a copy of an initial screening report in writing, listing the unique identifier of each JPNV compound used and the raw biological activity data obtained from the Consortium Project in relation to each such JPNV compound used, in addition to sharing of Consortium Results.

5. Upon completion of the screening activities of a Consortium Project which has used compounds from either the JPNV Annotated Compound Library and/or the JPNV Diversity Compound Library the Project Leader may request in writing to JPNV's designated representative (below) for receipt of the chemical structures of only such compounds that have been determined by the Project Team as having met the Hit Criteria ('Deblind Request List'), save that any such request for structures from the JPNV Diversity
Compound Library shall be limited to a maximum of 80 compounds per Consortium Project.

6. The Deblind Request List shall be directed (unless otherwise notified to DUNDEE by JPNV) to:

   To:             Jim Edwards
   Title:         Global Head, Discovery Sciences Chem
   Address:       3210 Merryfield Row
                   San Diego
                   California
                   92121
                   United States of America
   Email:         jedward7@its.jnj.com

7. JPNV will, within 30 days of receipt of the Deblind Request List, disclose to the Project Leader the structures and any structure-related data of such compounds as known to JPNV (the “Deblinded Data”). It should be noted that in exceptional cases, JPNV may not be able to deblind certain compounds requested on the Deblind Request List.