SciLifeLab

Dnr VC-2019-0014

The national board of Science for Life Laboratory

Minutes from board meeting no 35, 2019-03-11 (per capsulam)

Present members

Carl-Henrik Heldin (chair), Karin Dahlman-Wright (KI), Fredrik Elinder (LiU), Sophia Hober (KTH), Anders Karlhede (SU), Margareta Olsson Birgersson (industry representative), Stellan Sandler (UU), Marianne Sommarin (UmU)

Drug Discovery and Development platform (DDD): legal representation via Uppsala university (kanslifunktion)

At the board meeting 2018-05-22, § 10, the SciLifeLab board delegated to the DDD management and Uppsala University to draft an agreement between the DDD host universities enabling DDD to act as contractual entrance point and a signing party. At the board meeting on 2018-10-02, § 8, the draft for legal representation was presented to the SciLifeLab board and the board decided to support the draft agreement for the establishment of a DDD office. The SciLifeLab board gave the directorship for SciLifeLab the mandate to negotiate the final formulations in the agreement with the aim to have all DDD host universities and the SciLifeLab board to approve it.

Uppsala university and DDD directorship have now in dialogue with the DDD host universities completed an agreement with three appendices between KI, SU, KTH, and UU.

Suggested decision:
- *The SciLifeLab board approves the enclosed agreement where Uppsala University acts as a contractual party for the DDD platform.*

Anna Höglund Rehn, secretary

Minutes approved by:

Carl-Henrik Heldin

Överenskommelse om kanslifunktion

för den nationella forskningsinfrastrukturen DDD

Nationell plattform för läkemedelsforskning, Sverige

Drug Discovery and Development platform Sweden

1. Parter

Denna överenskommelse ingås mellan följande parter:

- Uppsala universitet, 202100-2932 (UU), Uppsala
- Karolinska Institutet, 202100-2973 (KI), Stockholm
- Kungliga Tekniska Högskolan, 202100-3054 (KTH), Stockholm
- Stockholms universitet, 202100-3062 (SU), Stockholm

Parterna benämns nedan var för sig ”Part” eller gemensamt ”Parterna”.

2. Bakgrund

2.1 Parterna är överens om att organisera läkemedelsplattformen *Nationell plattform för läkemedelsforskning, Sverige*, vid Science for Life Laboratories (eng: *Drug Discovery and Development platform, Sweden*), härefter DDD, som en distribuerad nationell forskningsinfrastruktur uppbyggd av ett antal faciliteter vid Parterna. DDD utgör en plattform vid Science for Life Laboratory (SciLifeLab). DDD avser att samarbeta med en facilitet vid Institutionen för immunteknologi vid Lunds universitet.

2.2 DDD tillhandahåller avancerad support för läkemedelsforskning, både rådgivande och operativ, samt infrastruktur (substansbibliotek, antikroppsbibliotek, instrument, analysverktyg, databaser och liknande). Infrastrukturen är öppet tillgänglig för forskare vid svenska lärosäten, vilket innebär att användarna beviljas tillgång till infrastrukturen genom en transparent process baserad på vetenskaplig excellens, kliniskt behov och genomförbarhet, samt att användarna erhåller adekvat stöd för att nyttja infrastrukturen. Kommersiella användare och forskare vid utländska lärosäten ska erlägga ersättning som täcker den faktiska kostnaden för användningen eller annars betala sådan avgift som svenska myndigheter är ålagda att ta ut vid tjänsteförsäljning. Detsamma gäller även vid svenska lärosätens nyttjande som sker som del av deras uppdragsforskning. Svensk akademisk forskning prioriteras framför kommersiell verksamhet.

2.3 Parterna är överens om att stödja DDD på bästa sätt och att samverka i positiv anda. DDD:s organisation ska vara långsiktig men flexibel för att möjliggöra löpande förändringar till följd av över tid förändrade behov och koordineras från en kanslifunktion förlagd vid UU. DDD ska genom Föreståndaren i Uppsala ha kapacitet att inom givet mandat representera Parterna gentemot användare och andra samarbetsparter. Anlitande av faciliteten vid Lunds universitet, när behövligt, hanteras av KTH.

2.4 Denna överenskommelse reglerar Parternas samverkan kring kanslifunktionen samt DDD:s behörighet att företräda Parterna.

3. Definitioner

Användare/Användarorganisation	Med *Användare* avses forskare som enligt avtal nyttjar resurser vid DDD. Användare är knutna till en *Användarorganisation.*
DDD-kansliet	Med *DDD-kansliet* avses den kanslifunktion som närmare beskrivs i punkt 4.2, nedan.
Forskningsprogram (DDD-Program)	Med *Forskningsprogram* avses sådana projekt som beslutas av Styrgruppen för stöd från DDD i enlighet med punkt 5.1 i detta avtal.
Föreståndarna	Med *Föreståndarna* avses *Föreståndaren i Stockholm* (Platform Director) och *Föreståndaren i Uppsala* (Platform Co-Director) anställda av KI respektive UU och vars tillsättningar godkänns av SciLifeLabs styrelse.
Ledningsgruppen	Med *Ledningsgruppen* (Platform Management Group) avses en grupp sammansatt av Föreståndarna och verksamhetsansvariga vid de olika faciliteterna (Facility Directors eller, när tillämpligt, Heads of Facility) vid Parterna samt ytterligare deltagare som Föreståndarna ser skäl att inkludera enligt direktiv från SciLifeLab:s styrelse.
Projektkoordinatorn	Med *Projektkoordinator* avses den funktion som, tillsammans med Föreståndarna, etablerar och underhåller rutiner för projektutvärdering, uppföljning, och rapportering av DDD verksamhet.
Platform Advisory Board - PAB	Med *Platform Advisory Board* avses den grupp av internationella experter utsedda av SciLifeLabs direktör och som lämnar råd kring plattformens utveckling.
Resultat	Med *Resultat* avses information som genereras inom Forskningsprogram, Teknikutvecklingsprojekt och Serviceprojekt och som omfattas av eller, efter ansökan om skydd, potentiellt kan omfattas av immateriella rättigheter.
Serviceprojekt (Service project)	Med Serviceprojekt avses Användares utnyttjande av resurser vid DDD i enlighet med punkt 5.3, nedan.
Styrgruppen	Med *Styrgruppen* (National DDD Platform Steering Group) avses den styrfunktion för DDD som utses av SciLifeLab:s styrelse på förslag av Föreståndarna i enlighet med vad som närmare beskrivs i bilaga 1– Terms and Conditions for Funding.
Teknikutvecklingsprojekt (Technology Development)	Med *Teknikutvecklingsprojekt* avses sådana projekt som beslutas av Styrgruppen för stöd från DDD i enlighet med punkt 5.2 i detta avtal.

4. Organisation

4.1 Övergripande om organisationen

DDD styrs strategiskt och vetenskapligt av Styrgruppen i enlighet med *Terms and Conditions for Funding* (Bilaga 1) och de procedurregler (Rules for procedures) som fastslagits av Styrgruppen. Det dagliga arbetet leds av Föreståndarna med stöd av en Projektkoordinator och Ledningsgruppen. Styrgruppen erhåller expertkunskap och råd från PAB. DDD:s organisation beskrivs närmare i bilaga 1.

4.2 DDD-kansliet

Föreståndarna bistås i sitt dagliga arbete av DDD-kansliet, vilket organisatoriskt är placerat vid institutionen för läkemedelskemi vid UU. DDD-kansliet bistår med ekonomi- och förvaltningsadministration av tilldelade medel till DDD, hantering av uppdrag och samarbeten samt annat löpande organisatoriskt stöd. DDD-kansliet har separat ekonomisk redovisning vid UU. UU ansvarar för att DDD-kansliet erhåller adekvat stöd inom ekonomi, juridik och administration.

Projektkoordinatorn är knuten till DDD-kansliet. Arbetet vid DDD-kansliet leds av Föreståndaren i Uppsala.

5. Verksamhet

5.1 Forskningsprogram (DDD Program)

DDD ger efter beslut av Styrgruppen Användare stöd i Forskningsprogram i form av personella resurser samt tillgång till substansbibliotek, antikroppsbibliotek, instrument, analysverktyg, databaser och liknande. Sådant stöd lämnas efter att avtal tecknats med Användarorganisationen och Användaren om nyttjande av resurser i enlighet med mall, bilaga 2. För Forskningsprogram måste Användarorganisationen vara ett svenskt lärosäte. Om inget annat avtalas för det enskilda projektet gäller att Resultaten av Forskningsprogram tillfaller med äganderätt Användaren eller, i förekommande fall, Användarorganisationen men att DDD förbehåller sig rätt att fortsatt använda generella tekniker och metoder som DDD personal varit delaktiga i att utveckla under Forskningsprogrammet. Avtal om Forskningsprogram tecknas med Användarorganisationen även i de fall Användarorganisationen är Part till detta avtal och därmed utgör del i DDD.

5.2 Teknikutvecklingsprojekt (Technology Development)

Teknikutvecklingsprojekten initieras av DDD och syftet för DDD är primärt att utveckla tekniker som används av DDD. DDD ger efter beslut av Styrgruppen stöd i Teknikutvecklingsprojekt form av personella resurser samt tillgång till substansbibliotek, antikroppsbibliotek, instrument, analysverktyg, databaser och liknande. Sådant stöd lämnas efter att avtal tecknats med Användarorganisationen om nyttjande av resurser i enlighet med mall, bilaga 3. Om inget annat avtalas för det enskilda projektet gäller att Resultaten av Teknikutvecklingsprojekt tillfaller med äganderätt Användaren eller, i förekommande fall, Användarorganisationen men att DDD/Parterna förbehåller sig en kostnadsfri rätt att använda Resultaten inom DDD:s fortsatta verksamhet. Avtal om Teknikutvecklingsprojekt tecknas med Användarorganisationen även i de fall Användarorganisationen är Part till detta avtal och därmed utgör del i DDD.

5.3 Serviceprojekt (Service projects)

Kapacitet som inte nyttjas till Forskningsprogram eller Teknikutvecklingsprojekt kan nyttjas för Serviceprojekt i form av personella resurser samt tillgång till substansbibliotek, antikroppsbibliotek, instrument, analysverktyg, databaser och liknande. Sådant stöd lämnas efter beslut av Ledningsgruppen och efter att avtal tecknats med Användarorganisationen i enlighet med mall, bilaga 4. Om inget annat avtalas för det enskilda projektet gäller att Resultaten av Serviceprojekt tillfaller med äganderätt Användarorganisationen eller den Användarorganisationen utser som ägare men att DDD förbehåller sig rätt att fortsatt använda generella tekniker och metoder som DDD personal utvecklat under Serviceprojektet. Avtal om serviceprojekt tecknas med Användarorganisationen även i de fall Användarorganisationen är Part till detta avtal och därmed utgör del i DDD.

5.4 Annan verksamhet

Utöver Forskningsprogram, Teknikutvecklingsprojekt och Serviceprojekt ska DDD fortlöpande informera potentiella användare om infrastrukturen och möjligheter till samarbeten. DDD ska årligen presentera sin verksamhet vid de större universiteten i Sverige och anordna symposier, inklusive minst två årliga öppna minisymposier inom läkemedelsutveckling. Vidare ska DDD arrangera en öppen seminarieserie - ”Drug Discovery Seminars” - i Stockholm och Uppsala med inbjudna föreläsare inom läkemedelsutveckling samt interagera med andra nationella och internationella infrastrukturer när så är lämpligt för verksamheten. DDD utformar internt lämpliga kommunikationskanaler för sin personal, som t.ex. webbaserade diskussionsfora och interna plattformsmöten.

5.5 Rapportering

Parterna ska månadsvis rapportera tid använd för DDD-verksamhet enligt rutiner fastställda av DDD. Parterna ska även i övrigt vara behjälpliga i samband med rapportering till finansiärer.

6. Mandat

6.1 Fullmakt

Parterna ger härmed Föreståndaren i Uppsala rätt att för Parternas räkning och med bindande verkan teckna avtal för Forskningsprogram, Teknikutvecklingsprojekt och Serviceprojekt.

6.2 Avtalsmallar

Fullmakter enligt punkt 6.1 ovan förutsätter att avtal som tecknas följer de avtalsmallar som godkänts av Parterna, bilaga 2 till 4, och sker inom DDD:s budget. Berörd Part ska utan dröjsmål skriftligen informeras om ett ingånget avtal och erhålla en kopia av avtalsdokumentet.

7. Finansiering

7.1 Verksamheten i DDD finansieras av driftanslag från Utbildningsdepartementet (betalas till KTH), anslagna SFO-medel (betalas till UU, KTH, SU och KI), de deltagande Parternas medfinansiering samt genom användaravgifter. Finansiering från ytterligare finansiärer kan tillkomma.

7.2 KTH ansvarar för att överföra driftanslag tilldelade DDD från Utbildningsdepartementet till den Part som ansvarar för kostnader i form av drift, anställningar eller annan DDD-aktivitet. Medlen transfereras enligt rutiner fastställda av KTH/SciLifeLab:s styrelse. Användningen av medlen på olika verksamhetsområden redovisas kvartalsvis till Styrgruppen. Om Part inte levererat support i den omfattning som överenskommits inom DDD, förbehåller sig KTH/SciLifeLab rätten att minska utbetalningen så att den motsvarar den support som givits.

7.3 Part som erhåller SFO-medel beslutar själv över hur medlen ska användas inom DDD:s verksamhet.

7.4 Parternas finansiella åtaganden i form av medfinansiering framgår av den budget som beslutas årligen av SciLifeLab:s styrelse på förslag av Föreståndarna. Parts medfinansiering förutsätter godkännande från Parten, vilket inhämtas av Föreståndarna innan förslag på budget läggs.

7.5 För tillhandahållna uppdrag kan DDD ta ut användaravgifter i enlighet med de principer som beslutas av Styrgruppen i enlighet med SciLifeLab:s riktlinjer samt de legala förutsättningar som gäller för svenska lärosätens avgiftsuttagande. Användaravgifter faktureras, när tillämpligt rekvireras, exklusivt av UU genom DDD-kansliet och vidareförmedlas till den eller de Parter som utfört arbetet som ligger till grund för användaravgiften.

7.6 Eventuell tillkommande finansiering handhas av UU genom DDD-kansliet och fördelas inom DDD utifrån de villkor som upprättas av respektive tillkommande finansiär samt i enlighet med beslut av Styrgruppen.

8 Sekretess

8.1 I Parternas verksamhet och följaktligen för DDD tillämpas offentlighets- och sekretesslagen (2009:400). Vid tillämpningen av offentlighets- och sekretesslagen utgör Parterna separata enheter. Åtagandena enligt detta avtal gäller i den utsträckning de inte står i strid med tvingande lagstiftning.

8.2 Parterna kan inom ramen för DDD komma att erhålla information eller producera Resultat vars offentliggörande skulle medföra skada för informationsägaren. Parterna åtar sig att vidta sådana åtgärder som skäligen erfordras för att skydda sådan information. Detta innebär att Parten ska hålla informationen inom en så liten krets av anställda som möjligt och tillse att anställda som tar del av informationen upplysts om informationens känsliga karaktär och, i förekommande fall, sekretess gällande informationen. Vidare ska informationen inte användas för annat ändamål än vad som avses för verksamhetens bedrivande inom DDD och inte spridas till tredje man annat än om det följer av uppdraget eller tvingande lag.

8.3 Åtagandet enligt punkt 8.2 gäller inte för information vars motsvarighet Part kände till innan Parten fick del av informationen genom sin verksamhet inom DDD eller information som Part tagit fram oberoende av sin verksamhet inom DDD eller information som Part erhållit från tredje man utan, till Parts kännedom, krav på sekretess eller information som är allmänt känd.

9. Ansvar

9.1 Vardera Part ansvarar för att följa alla relevanta lagar och regler såsom (men ej begränsat till) lagar angående hantering av personuppgifter och offentlighet och sekretess. Forskningsetiska rekommendationer ska följas.

9.2 Parterna har som målsättning att alla uppdrag ska utföras med största möjliga noggrannhet. Vardera Part ansvarar för sitt arbete gentemot Användare/Användarorganisationer inom respektive uppdrag, med de ansvarsbegränsningar som framgår av tecknat användaravtal.

9.3 Part som bryter mot denna överenskommelse är på begäran av drabbad Part skyldig att vidta rättelse och fullgöra sina skyldigheter, förutsatt att fullgörelse rimligen kan påfordras. Härutöver ska Part som uppsåtligen eller av oaktsamhet orsakar annan Part skada genom att bryta mot denna överenskommelse ersätta skadan.

10. Överenskommelsens giltighetstid

10.1 Denna överenskommelse träder i kraft 2019-03-01 och binder respektive Part från dess undertecknande. Överenskommelsen gäller så länge som Parterna gemensamt bedriver verksamhet inom DDD.

10.2 Part äger frånträda denna överenskommelse genom uppsägning. Uppsägning görs skriftligen till DDD-kansliet med en uppsägningstid om tolv månader. Om inget annat bestäms mellan frånträdande Part och DDD-kansliet ska Föreståndaren i Uppsala inte ingå avtal som binder den frånträdande Parten efter att skriftlig uppsägning meddelats DDD-kansliet. Frånträdande Part är dock skyldig att avsluta uppdrag som ingåtts före skriftlig uppsägning lämnats DDD-kansliet, detta oavsett om åtagandet sträcker sig efter uppsägningstidens utgång.

10.3 Vid Parts frånträde av överenskommelsen ska överenskommelsen fortsatt gälla mellan övriga Parter.

11. Överenskommelsens innehåll

11.1 Överenskommelsen består av denna text tillsammans med bilaga 1-4. Beslut om ändring av eller tillägg till ska, för att vara bindande, avfattas skriftligen och undertecknas av behörig företrädare för vardera Part.

11.2 För det fall överenskommelsen innehållet motstridiga villkor gäller villkoren i denna text före bilaga 1 men ska i möjligaste mån tolkas lojalt mot villkoren i bilaga 1. Överenskommelsen utfylls av framtida finansiella åtaganden (att beslutas av Styrgruppen), vilka inte utgör ändringar eller tillägg av denna överenskommelse.

12. Tvist

Tvist på grund av denna överenskommelse ska i första hand avgöras genom förhandlingar mellan Parterna. Om uppgörelse därvid inte kan nås ska avgörande begäras från närmast överordnad myndighet eller annars av den tillämpliga tvistlösningsmekanism inom svenska staten som står till buds.

För **Uppsala universitet**, den 2019

Signatur: _____

Namn: Eva Åkesson

Titel: Rektor

För **Karolinska Institutet**, den 2019

Signatur: _____

Namn:

Titel:

För **Kungliga Tekniska Högskolan**, den 2019

Signatur: _____

Namn:

Titel:

För **Stockholms universitet**, den 2019

Signatur: _____

Namn:

Titel:

Bilaga 1, Terms and Conditions for Funding

SciLifeLab

BESLUT 2018-09-13

Beslutat av	Expeditionsdatum
Olli Kallioniemi, Director	2018-09-19
Föredragande	För åtgärd
Annika Jenmalm Jensen	Jenny Alfredsson
Övriga närvarande	För kännedom
	Alla berörda parter inom DDDP

Godkännande av 'Terms and Conditions for Funding' för Drug Discovery and Development Platform (DDDP)

Bakgrund

Med öronmärkta nationella medel har "Drug discovery and development" plattformen (DDD) ett till viss del annorlunda uppdrag än de flesta andra SciLifeLab plattformar. Därför behöver DDD plattformen ett skräddarsytt "Terms and condition for funding".

Beslut

Det 'Terms and Conditions for Funding' (Bilaga 1) som tagits fram i samråd med berörda parter inom SciLifeLabs Drug Discovery and Development Platform, DDDP, bifalles av SciLifeLabs Director, Olli Kallioniemi.

Vid protokollet

Director

Olli Kallioniemi

Sekreterare

Jenny Alfredsson

SciLifeLab

Appendix A

SciLifeLab Drug Discovery and Development (DDD) Platform

Terms and Conditions for Funding

Table of Contents

Introduction

SciLifeLab (Science for Life Laboratory) is a national center for life science research in the field of molecular biosciences. The mission includes offering researchers national access to advanced technical analyses of samples, support for data analysis and specialist expertise in molecular biosciences. SciLifeLab is regulated by a special ordinance (förordningen (2013:118) om Nationellt centrum för livsvetenskaplig forskning) and university directives (regleringsbrev) to KTH and UU. In addition, there are a number of agreements and steering documents that describes the agreements among the host universities in how to manage SciLifeLab (see www.scilifelab.se).

SciLifeLab operates the infrastructure through platforms and facilities, all with funding from the National SciLifeLab budget. The infrastructure is available to all Swedish researchers. Facilities are organized into technology platforms. Facilities and platforms have been approved by the SciLifeLab Board based on international evaluations and national reviews carried out every four years. The national research infrastructure is organized, financed, managed and developed with a long-term view to promote high quality research in Sweden within academia, industry and healthcare.

This governance and policy document aims to clarify the conditions linked to the appointment of facilities and platforms, criteria for services provided, funding issues, organizational structure, and other important principles for the operation.

General

This document is a modified version of *General Terms and Conditions for Funding* that applies for the majority of SciLifeLab facilities and platforms, with specific conditions for the SciLifeLab Drug Discovery and Development (DDD) platform included. With earmarked national funding, DDD has a different overall mission compared to the rest of the infrastructure, and has a different type of management due to its size and mode of operations.

Each DDD facility is hosted and integrated with a departments at one of the DDD host universities. The facilities are part of the department operations and must follow applicable rules of procedure, delegation of authority and guidance of its host university and department.

The SciLifeLab funding to DDD that the Board approves is given to the specific host departments and universities according to instructions from the DDD management (see below). The Head of the host department will agree in writing to the terms and conditions of the SciLifeLab funding, including the financial, HR, legal and reporting requirements.

SciLifeLab follows the directives of the host universities, for example that all employees and students must be treated with respect and be given the opportunity to work and study on equal terms regardless of sex, transgender identity or expression, ethnicity, religion or other belief, disability, sexual orientation, age or social background. Equal opportunities are a quality issue for the organization and a justice issue for the individual as regulated in the Higher Education Act (SFS 1992:1434), Discrimination Act (SFS 2008:567).

Criteria for Funding of SciLifeLab Facilities

The DDD platform was established in 2013 through a specific governmental initiative with earmarked funds within SciLifeLab to establish a national platform to support academic research projects with a potential to result in new therapeutics (Research and Innovation bill 2012/13:30 and 2016 17/50). Facilities at the DDD platform were created in key areas for drug discovery to offer industry standard infrastructure, expertise, and strategic support to promote progress of drug discovery programs towards pre-clinical proof-of concept and a strategy for further development. Distribution of funds to facilities in the DDD platform is decided by the SciLifeLab Board, based on suggestions from the Director and the Management Group. These suggestions are based on international evaluations, internal discussions in the Management Group, as well as discussions with DDD Platform Directors, DDD National Steering group, DDD IAB, host university representatives and with the National SciLifeLab Committee (NSC). Below are listed the most important criteria for the assessments. A SciLifeLab facility should ideally:

- **Facilitate** world-leading research in molecular life sciences.
- **Enable** research that otherwise would not be possible in Sweden.
- Provide high-quality services to **academic researchers, industry, healthcare and other organizations in Sweden.**
- Be utilized by **multiple research groups** for high-quality research projects **across the nation.**
- **Be associated** with a high-quality research environment.
- Provide **internationally competitive** services.
- Have a **long-term plan** for instrumentation renewal, technology development, data management and sharing, scientific domains and user communities being served, as well as for a sustainable and versatile funding base.
- Have complementary and **synergistic capabilities** within and across SciLifeLab platforms.
- Participate in **national coordination** of similar facilities at other universities in Sweden (when applicable)
- Promote **translational implementation** of research findings into healthcare and industry (when applicable)

Evaluation and Decisions on Facility Funding

SciLifeLab platforms and facilities are evaluated by international panels every four years (2016, 2020, 2024 and so on) complemented by strategic discussions with representatives from the host universities and the National SciLifeLab Committee (NSC). The DDD platform is evaluated by a dedicated panel with suitable background and mainly on the overall platform level. Based on the outcome of the evaluations and discussions, the SciLifeLab Board decides on the distribution and conditions for funding of the entire DDD platform for the next two+two years. A midterm checkup of DDD platform after two years will be performed to ensure that conditions, expectations and suggestions given to DDD platform have been acted upon. Based on the checkup, the SciLifeLab Management Group and the Board may decide upon minor adjustments of funding distribution or other adjustments within the platform.

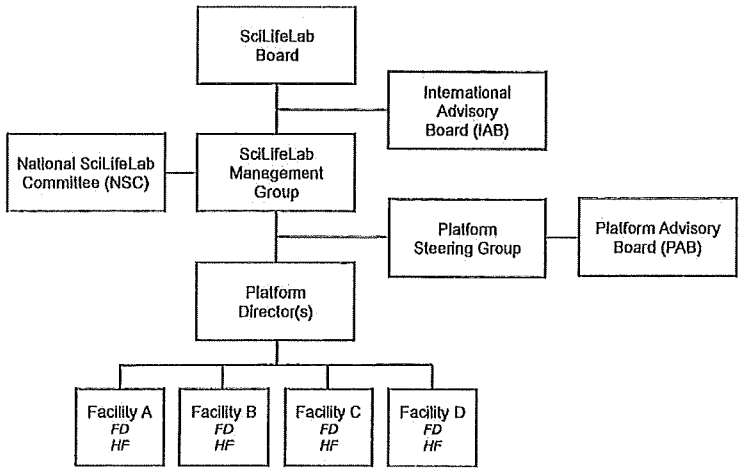
Phasing out of Facility Funding

If the SciLifeLab Board decides to phase out funding of a facility, funding is first decreased to 80% level compared to the previous funding year for 18 months after the decision. The facility should provide service during the entire phase out funding period and deliveries

should be reported for the first year of the period. Once the SciLifeLab funding ends (after the 18-months period), the SciLifeLab brand/name cannot be used in association with the facility. Facilities may also be merged with other facilities or reorganized across platforms.

Governance

The organisation of the SciLifeLab DDD platform is outlined in the figure below.



Platform Director and co-Platform Director. The DDD platform is managed by a Platform Director (PD) and a co-Platform Director (co-PD) that are linked to employment at Karolinska Institutet and/or Uppsala University. The responsibilities of the PDs and co-PD include to lead the work in the Platform Management Group (see below), to assemble feedback reports and material on platform level requested for evaluations by the International Advisory Board (IAB).

The PD and co-PD are also responsible for:

- Suggestion and development of rules of procedure for the platform.
- Coordination of project applications and operations
- Prioritization models
- Training and competence development of staff
- Operational plans
- Build-up of economy structure according to instructions from Operations Office (OO).
- Budget
- User fees and full cost models
- Annual report preparation
- Outreach
- User workshops and courses
- Communication.
- Technology development
- Data management and user guidance of open access – when applicable.
- Maintainance of the SciLifeLab DDD webpage, including list of services

The PD and co-PD should be able to represent the entire platform at SciLifeLab meetings, in communication with the MG and the Board, as well as in external communication and outreach. The PD position(s) for the DDD platform are publically announced at the Karolinska Institutet and Uppsala University by Board decision. The PDs are responsible for communication with the Platform Advisory Board (see below) on strategic and operational

issues on a regular basis. Replacement of PD/co-PD must always be approved by the SciLifeLab Board.

Facility Director and Head of Facility. Each facility is managed by a Facility Director (FD) and a Head of Facility (HF). Facilities may have operations at several departments and can have more than one FD and/or HF. The FD is responsible for the scientific leadership and the strategic development of the facility, and is usually responsible for management of the facility personnel. The FD should always be accessible for communication with the PD/co-PD and the SciLifeLab Management Group (MG). The FD is appointed by the SciLifeLab Director on a 2+2 years basis in conjunction with the funding decision. The FD reports to the PD/co-PD.

The HF is appointed by and reports to the FD, and is responsible for the everyday operations at the facility, including project management and allocation of facility resources. The FD and the HF can be the same person. The FD and HF are responsible for training and education of staff scientists at the facility to ensure high-quality and reproducible data production and high level of scientific know-how within the service area.

Platform Management Group. The PD, co-PD, FDs and/or HFs, and additional staff according to the choice of PDs, constitute the management of the platform. The Platform Management Group should meet on a regular basis and has the overall responsibility for the strategic and scientific development of the platform.

Platform Steering group. The DDD Platform Steering group should consist of seven members. Four members should represent Swedish academic research and three members should represent Swedish pharmaceutical industry, innovation organisations or funding agencies. The members should have a national distribution and an even gender balance. The steering group should be competent for steering of a national research infrastructure in accordance with the SciLifeLab strategic objectives and vision. One member of the SciLifelab MG should be adjunct to the steering group meetings. Platform Steering group board members are suggested by the platform directors in dialogue with the SciLifeLab management and appointed by the SciLifeLab national board.

The mandate of the steering group must follow the conditions from the SciLifeLab board and includes to:

- Give advice to the SciLifeLab MG in matters related to drug discovery and development to develop strategic objectives in line with SciLifeLab's vision and mission
- Decide upon strategic decisions for implementation and organisation of operations suggested by the PDs.
- Approve the distribution of funding suggested by the PDs and bring to the national ScilifeLab Board for final decision.
- Approve the DDD rules of procedure suggested by the PDs.
- Approve the operational plan and reports from the DDD platform operations.
- Decide upon policies for the platform concerning prioritisation as well as publishing of research data and software.
- Project prioritization

Platform Advisory Board. The DDD platform is encouraged to appoint a Platform Advisory Board to advise on long-term scientific development and strategic issues on the platform level. The Platform Advisory Board should include 3–5 national and/or international experts with competences relevant for the platform research fields, and should be selected to cover the range of technologies provided by the platform. Platform Advisory Board members are suggested by the platform directors, approved by the DDD Platform Steering group for a final decision by the SciLifeLab Director.

Additional Facility Funding and User Fees

SciLifeLab facilities should strive to have additional funding from host university(ies), participating universities and other funding agencies. The facilities and platforms should always contact SciLifeLab management well in advance before applying for external infrastructure funding, particularly from VR. This is esssential if the SciLifeLab funding will be applied as counter funding in the application.

SciLifeLab facilities should charge user fees according to pre-defined and documented cost models. Facilities are responsible for the preparation and implementation of cost models, including a full cost model in accordance to Ekonomistyrningsverket's guidelines "Sätt rätt pris" (www.esv.se/publicerat/publikationer/2014/satt-ratt-pris). Cost models should specify what is covered by the user fees and should be aligned with common practice at the facility host university.

Service and Users

The DDD platform and associated facilities should provide high quality services to users in research projects of high scientific impact. The service should be such that the users can pursue projects without being an expert in the platform technologies. The platform defines criteria for prioritizing projects primarily based on scientific impact, technical feasibility and other facility-specific criteria. The service should be accessible on equal terms to all Swedish academic users including MG members, Board members, Facility/Platform Directors and SciLifeLab Faculty and Fellows. Service should also be accessible to companies, healthcare, governmental agencies. Part of the facility capacity may also be used for service to international users. The users carry the responsibility for any necessary legal or ethical considerations regarding analyses and material (e.g. ethical permits, Nagoya protocol etc), and the platform and associated facilities should make sure the user has understood this responsibility.

The DDD platform is encouraged to actively identify opportunities to participate in large-scale research projects that address grand societal challenges within life science related areas. This includes active participation in the SciLifeLab Research Community Projects and similar efforts.

Technology Development

A maximum of 20% of SciLifeLab funding can be used to develop, implement and adapt new or improved services, methods and technologies. These efforts should not entail resource

building or *bona fide* research projects. Method and technology development may involve collaboration with national and international academia, industry, health care and governmental agencies. SciLifeLab and host universities will in addition support technology development through Technology Development Project (TDP) grants.

Data Management and Sharing

SciLifeLab facilities should guide users with the analysis, storage, availability and accessibility of the data produced by the facility. This involves interactions with users, host universities, Swedish National Infrastructure for Computing (SNIC), Swedish University Network (SUNET), other IT providers, Elixir-SE, and the SciLifeLab Data Centre. The facilities must ensure that sensitive, private information (e.g. from health care-related projects) is handled in accordance with current laws, regulations and host university practices.

Before projects are accepted, the SciLifeLab facilities and platforms should ensure that the users have a plan that estimates existing and requested resources to deal with data analysis and management, including computing, storage, archiving, security, and accessibility. Projects should adhere to the principles of open science, including open access to both publications and data to the greatest extent possible, given ethical, legal and intellectual property considerations. SciLifeLab platform and facilities should enable commitment to open science principles, with the support of the SciLifeLab Data Centre.

SciLifeLab facilities should adhere to the data access policies adopted by SciLifeLab, unless otherwise stated in the facility agreement. The data access policies specify required and requested details of data management for the facilities and their users, as well as guidelines for researchers on data management. SciLifeLab should through the facilities, collect information from their users on the scientific impact of supported projects, including publications and details on data access and archiving.

Courses and Training

DDD should provide courses and training related to technologies, analyses and know-how offered by the facility. Courses and training should be offered to the national academic user communities. Preferably, courses and training should also be offered to users within healthcare, governmental agencies, industry as well as international user according to rules and regulations for "uppdragsutbildning". Costs for courses and training are usually covered by facility budgets or through participant fees (if applicable).

Communication

DDD should actively communicate to potential users regarding opportunities for advanced service at the facility, both through own initiatives and by participating in centrally organized events. New possibilities and important research results produced using service provided by the facility should actively be communicated to the research community, authorities and the public.

All employees at SciLifeLab should follow the SciLifeLab's communication handbook guidelines. In order for SciLifeLab's brand to be clear, strong and recognizable, it is important that it is handled consistently and purposefully. The handbook is available as a tool for this and differentiates SciLifeLab from other organizations.

National and International Networking/Strategic Collaborations

DDD should when applicable have a national role in developing and maintaining national infrastructure networks in their specific service area.

SciLifeLab platforms and facilities should participate in international networks, including relevant EU networks and infrastructures (e.g. European Strategy Forum on Research Infrastructures (ESFRI), European Molecular Biology Laboratory (EMBL), and European Bioinformatics Institute (EMBL-EBI) and other global partners to sustain a cutting-edge, internationally competitive development.

Reporting

DDD must report to the MG annually and upon request. The yearly report normally includes project deliveries, number of users and their national distribution, quality and efficacy metrics for data production, publications, financial report and budget for the coming year. The financial report should contain accounting information for the facility including national funds, funds for drug discovery and development, Strategic Research Area (SFO)-funding, additional funding and user fees. This accounting information should be extracted from the university financial systems every third month by the responsible economist at the department and/or university and delivered to KTH in a predefined format. Reported deliverables will be used in the annual reports to the Ministry of Education and Research, as well as in other web-based or printed material that describes SciLifeLab activities.

For the major evaluation of the infrastructure every fourth year, more detailed evaluation material will be requested. This will include general descriptions of facility/platform (e.g. instruments, staff, service etc.), SWOT analysis, benchmarking and operational plans (incl. four-year budget).

Facilities with phased-out funding from SciLifeLab or under reorganization should report during their first year of phasing out.

Agreements

Facility Agreements. All SciLifeLab facilities are organized under a department (or sometimes several departments) at a Swedish university. To clarify funding conditions and the responsibilities of the department and SciLifeLab respectively, SciLifeLab will provide an agreement to be signed by the Head of Department, the FD, the SciLifeLab Director, and the SciLifeLab Head of Operations. The agreements only needs to be signed with departments receiving direct national funding from SciLifeLab. The departments should make it clear that the personal research funding of the facility personnel is kept separate from the national funding.

Agreements that concern national VR-funded infrastructure platforms that substantially overlap with SciLifeLab funded facilities/platforms, need to be discussed with the infrastructure director and the management group to clarify mandate and responsibility of potential steering groups. Unless otherwise agreed, the SciLifeLab management and board are fully responsible for strategic decisions of the facility.

Principles for Publications

For publications to which a SciLifeLab facility personnel member(s) has made significant intellectual contribution, the person(s) should be included as co-author(s) in accordance with the Vancouver principles. For all other publications that are a result of use of facility services, the SciLifeLab facility should be included in the acknowledgment section of the paper and the facilities should actively encourage users to undertake such acknowledgements.

Scientific Misconduct and Conflicts of Interest

Scientific misconduct. If there is a suspicion of scientific misconduct either by SciLifeLab users or by the platform/facility executives/personnel, the suspicion should be disclosed according to the practices of the host universities involved. The PD and the SciLifeLab Infrastructure Director should also be notified and MG should be made aware of each such case. The host universities are in charge of investigating whether there is evidence of scientific misconduct as well as potential consequences, and should keep the SciLifeLab well informed of the progress of the investigation.

Conflict of interest. Facility personnel should avoid personal conflicts of interest e.g. involving companies providing equipment, reagents or services in the facility operations. Facility scientists can be engaged in external activities according to permissions from the host university. These may include spin-off companies arising out from SciLifeLab facilities, which should be carefully structured not to appear or act in a competitive manner. Facility staff must disclose to the SciLifeLab Head of Operations any such potential conflicts of interest.

Updates and Changes

SciLifeLab reserves the right to change and make additions to this document at any time, and such changes or modifications shall be effective after being communicated to the platforms and facilities.

SciLifeLab DDD User Agreement for DDD Program

1. Parties

This User agreement for DDD Program (**"the Agreement"**) is concluded between, on one hand,

> **The SciLifeLab DDD Platform**, for the purpose of this Agreement and with mandate from Karolinska Institutet (KI), Royal Institute of Technology (KTH) and Stockholm University represented by Uppsala University, Department of Medicinal Chemistry, BMC, Box 574, 751 23 Uppsala ("*DDD*"),
>
> and, on the other hand,
>
> [**NAME OF SWEDISH ACADEMIC ORGANISATION**, ORG. REG. NO. and ADDRESS] (the "*User Organisation*")
>
> together with
>
> [**NAME**, PERS. NO. and ADDRESS], an employee of the User Organisation (the "*User*")

DDD, User Organisation and User are hereinafter referred to singularly as "*Party*" and jointly as the "*Parties*".

2. Background

The SciLifeLab Drug Discovery and Development Platform (DDD) is a function within the joint effort SciLifeLab between Uppsala University, KI, KTH and Stockholm University in collaboration with Lund University, for research in molecular biosciences with focus on health and environmental research ("*SciLifeLab*"). DDD supports integrated drug discovery and development programs initiated by researchers at Swedish academic organisations.

Programs are accepted for support after evaluation and prioritization by the National DDD Platform Steering Group of applications from User. Accepted programs are included in the portfolio of programs supported by DDD. DDD collaborate with the User and User Organisation on accepted programs on the conditions stated in this Agreement.

3. The Program

The User has applied for and DDD accepted the program [PROJECT TITLE] (the "Program").

The Program is reprioritized every six months for resourcing by the National DDD Platform Steering Group. After reprioritization, the program plan (**Annex 1**) and cost estimate (**Annex 2**) is adjusted for the next six months. The adjusted Annex 1 and Annex 2 shall be signed by [*choose* User and DDD *or* the Parties *here*] and amended to this Agreement continuously during the Program.

4. Conditions for DDD programs

Form of support
The User and DDD will conduct the Program in collaboration as further detailed in the program plan, **Annex 1**. The program plan contains a general description of the Program, the tasks to be carried out by each Party for the next six months and a timetable for said activities.

The User shall assume the role of principal investigator (PI) for the Program and DDD shall appoint a project manager responsible for the project tasks that take place at DDD.

Project tasks of DDD will be located to sites at Uppsala University, KI, KTH and Stockholm University as further detailed in **Annex 1**, which are fully responsible for their tasks respectively in relation to the User Organisation and User. If deemed beneficial, a site at Lund University may be engaged by KTH for performance of parts of the Program.

Compensation

A cost estimate for the Program, the activities described in the program plan and the cost responsibilities of each Party, is attached as **Annex 2**. By signing this Agreement, the User Organisation accepts to compensate DDD for the tasks performed by DDD in accordance with Annex 2.

Payments shall be made upon receipt of invoices from DDD. The Invoice shall state what tasks that has been performed during the time period covered by the compensation. Payments shall be made within 30 days of the date on the invoice. In case of delayed payment, DDD has the right to debit an interest on overdue payment in accordance with current legislation (räntelagen).

In case of early termination of this Agreement, the User Organisation shall compensate DDD for incurred consumable costs of tasks initiated before termination.

Termination of Program and Agreement
DDD may terminate this Agreement if the National DDD Platform Steering Group decide to discontinue with the support of the Program. Such decision together with a note of date of termination will be communicated in writing to the User and User Organisation without delay from the date of decision.

The User Organisation may terminate this Agreement at any time by giving a prior six month written notice to DDD.

In case of termination, DDD will compose a final report of the work that has been performed by DDD within the Program to the point of termination. The final report together with within the Program accrued data, earlier reports and any remaining material belonging to the User Organisation will be delivered to User Organisation within two month of termination unless the Parties agree on another time limit for such delivery.

5. Confidentiality

The Parties agree that all information not publicly known disclosed by one Party to the other Party within the Project shall be treated as confidential by the receiving Party and not be disclosed by the receiving Party to any third party or be used for any purpose besides within the Project, unless the receiving Party has obtained a written permission from the disclosing Party for other disclosure or use. It is in particular noted that DDD possesses technologies for drug discovery that may not be made public by the User or User Organisation.

In addition, the Parties agree that all scientific information achieved within the framework of the Program shall, to the extent allowed by law, be treated as confidential and not disclosed to a third party until the scientific information has been published as per the rules set out in this Agreement. Scientific information is typically, but not limited to, research results, ideas and hypotheses, chemical structures, experimental conditions for synthesis, protein production and assays, sequence information, target and pathway know-how, business agreements or project strategies related to intellectual property. However, scientific information is not the identity of the User, User Organisation, User funding sources and the therapeutic area for the Program.

The confidentiality undertaking does not apply to information that:

- was in the public domain at the time of disclosure or that has come into the public domain thereafter otherwise than through a breach of this Agreement;
- the receiving Party can show was already known to that Party at the time of disclosure;
- is developed by the receiving Party without use or reference to the disclosed information;
- has been legitimately disclosed to a Party by a third party independently of the disclosing Party; and/or
- provided that a request for disclosure of information has been made, a Party is required to disclose in order to comply with a law or court order.

6. Intellectual property and material

The aim of the Program is to generate results in the form of a small molecule structure or a defined protein with in vitro activity in human cell models and in vivo pharmacological activity in animals as defined in the decision basis granting access to DDD resources (hereafter "*Results*"). Ownership of Results in the form of intellectual property of the Program shall belong to the User or the User Organisation, depending on what applicable law and or agreement between the User and the User Organisation postulate. DDD is hereby granted a non-exclusive cost-free license to use Results constituting general techniques and methods, also in the form of intellectual property, developed by DDD personnel (together with the User/User Organisation or single-handed) within the Program for further DDD activities, subject to the terms on confidentiality and publication provided herein. Said license shall apply also if DDD change principal (e.g. if the platform is transferred to mandatorship by the Swedish Research Council) or if the activities of DDD fragment into functions at the organisations presently

forming DDD. General techniques and methods include libraries, such as but not exclusive compound and antibody libraries.

It is noted that Results may form a base for patent protection of a future pharmaceutical product and the Parties agree that such protection shall be considered before the Results are submitted for academic publication, grant application or other public disclosure. The Parties shall develop a clear patent strategy for the Project and it is foreseen that university innovation offices and/or patent counsels should be involved in this.

For avoidance of doubt, the SciLifeLab compound library is and will continually be the property of SciLifeLab (i.e. the organisations forming SciLifeLab) and may be used in accordance with terms specified in Section 7 in this Agreement. The User/User Organisation has the right to obtain all physical material that has been produced during the Program, excluding materials owned by DDD (i.e. the organisations forming DDD) or any third party. The User/User Organisation may not transfer physical material owned by DDD to any third party without the written consent of DDD. Physical materials transferred from the User/User Organisation to DDD may not be transferred to any third party without written consent from User/User Organisation.

7. Terms for receiving the SciLifeLab compound library

DDD is sharing a collection of small molecules for screening with Chemical Biology Consortium Sweden (CBCS). The collection is managed and maintained by CBCS, but physically distributed through the DDD. The library is made available to User on the terms in this Section 7.

All raw data of the screening is to be sent to DDD for tracking of promiscuous hits. Screening may also be performed by CBCS. The raw data and the results of the screening is subject to the confidentiality obligation in Section 5 in this Agreement.

Scientific publications resulting from the compound library shall be in accordance with Section 8 in this Agreement. If DDD has only distributed plates for screening and co-authorship therefore is not appropriate, the User shall acknowledge this contribution by the following acknowledgement in the publication:

The Library was provided by the Chemical Biology Consortium Sweden (CBCS).

8. Publication of Results

It is the responsibility of the User to actively communicate the Results to the scientific community, relevant authorities and to the general public in accordance with scientific practice. A clear publication strategy shall jointly be drawn up for the Program. Dissemination of the Results shall be preceded by due consideration of the patent strategy and accepted research practice regarding co-authorship and acknowledgement shall be applied, e.g. that persons who have actively contributed to the scientific discoveries shall be co-authors of the publication.

The User undertake to always acknowledge DDD in all publications generated from the Project, also when DDD personnel are not listed as authors, by using the following text: “The authors would like to acknowledge support of the SciLifeLab Drug Discovery and Development Platform, Sweden”.

Any publication or other public sharing of Results of the Program shall be communicated to DDD in advance by sending the manuscript or grant application to DDD no later than 30 days prior to submission.

In exceptional cases, e.g. when the User abstain from communicating the Results, DDD may choose to publish Results independently. In such case, DDD will consult the User in advance and the User will be offered a corresponding opportunity to review the draft publication 30 days in advance and to demand 90 days delay for intellectual property protection reasons.

9. Collaboration for commercialization

DDD support drug discovery projects during research and development, up to and including proof of concept testing in an animal model and in exceptional cases to first time in man, or to when projects attracts commercial funding, whichever comes first.

A transfer of owner rights of the Results to a third party or a granting of rights to a third party to assume future ownership to such Results, including a company controlled by the User or User Organisation, may result in DDD

terminating this Agreement. However, “soft money” funding is usually not a reason for Program termination, i.e. funding not leaving persistent claims on the User/User Organisation, or on the company controlled by the User/User Organisation. Examples of “soft money” funding are grants from organizations such as VR, Vinnova, Cancerfonden and Horizon 2020, funding traded for “First right of refusal” or conditional loans that only has to be paid on commercialization. The User, or the User Organisation in case they are the owner of the Result, undertake to immediately inform DDD of any planned or effected transfer of owner rights of Results or granting of rights to a third party to assume future ownership to Results.

10. Miscellaneous

Force Majeure
Neither Party shall be liable to the other for failure to perform any of its respective obligations imposed by this Agreement provided such failure shall be due to a cause beyond its reasonable control. The affected Party shall notify the other Party of such force majeure circumstances as soon as reasonably practical, and shall promptly undertake reasonable efforts to cure such force majeure circumstances.

No Warranty

Although DDD shall carry out the Services with its customary diligence and according to the state of science and technology known to DDD, DDD make no representations or warranty of any kind as to the usefulness of the results of the Service or that such results are fit for any particular purpose or to the absence of any third party rights in the results.

Liability
Liability of DDD and User Organisation for any breach of this Agreement, or arising in any other way out of the subject matter of this Agreement, will not extend to loss of business or profit, or to any indirect or consequential damages or losses. The aggregate liability of DDD shall never exceed the compensation received by DDD from the User Organisation under this Agreement and any liability shall in no case exceed 10 million SEK.
Under condition of a valid formally regulated employee relationship, the User Organisation has vicarious liability for the User in accordance with Swedish law.

Assignment
Except when explicitly stated in this Agreement, a Party may not assign its rights or obligations under this Agreement without the prior written consent of the other Party.

Survival of rights
The provisions of Section 5, 6, 7, 8, 9 and 10 shall survive termination or expiration of this Agreement. The confidentiality provision (Section 5) shall apply for a period of five years from the Agreement has come into effect, however no longer than ten years from the disclosure of the information (regardless of whether or not this Agreement is terminated) and the provision on publication (Section 8) one year from termination of this Agreement.

Term of Agreement
This Agreement shall be effective from the date of the last signature and shall remain in force until termination by any Party or all obligations undertaken in the program plan (Annex 1) have been fulfilled, whichever comes first.

Governing law and dispute
This Agreement shall be governed by the laws of Sweden.

Disputes arising out of this Agreement that cannot be settled amicably shall be exclusively settled by the District Court nearest the site where the task is performed causing the dispute. If the dispute cannot be assignable to a specific site or the dispute is assignable to several sites domiciled to different courts, the dispute shall be settled by the District Court of Uppsala. If the dispute cannot be tried at a court of law due to that the disputing Parties are Swedish governmental agencies, the dispute shall be finally settled by the nearest mutual superordinate governmental agency or else by any other dispute resolution available within the Swedish crown between such agencies.

Counterparts
This Agreement has been executed in three copies, of which DDD, the User Organisation and the User has received one each.
……

Sign**atures**

For **User Organisation**

…….
Name:
Title:
Date:

User

…….
Name:
Date:

For **DDD**

…….
Name:
Title: Platform co-Director DDD
Date:

Annex 1 Program Plan

Annex 2 Cost Estimate

SciLifeLab DDD Project Agreement for Technology Development

1. Parties

This Project Agreement for Technology Development ("*the Agreement*") is concluded between, on one hand,

> **The SciLifeLab DDD Platform**, for the purpose of this Agreement and with mandate from Karolinska Institutet (KI), Royal Institute of Technology (KTH) and Stockholm University represented by Uppsala University, Department of Medicinal Chemistry, BMC, Box 574, 751 23 Uppsala ("*DDD*"),
>
> and, on the other hand,
>
> [**NAME**, ORG. REG. NO. and ADDRESS] (the "*Collaboration Organisation*")

DDD and Collaboration Organisation are hereinafter referred to singularly as "*Party*" and jointly as "*Parties*".

2. Background

The SciLifeLab Drug Discovery and Development Platform (DDD) is a function within the joint effort Science for Life ("*SciLifeLab*") between Uppsala University, KI, KTH and Stockholm University in collaboration with Lund University, for research in molecular biosciences with focus on health and environmental research. DDD supports integrated drug discovery and development programs and technology development projects.

DDD conducts technology development projects in collaboration with research organisations in accordance with prioritization by the National DDD Platform Steering Group. DDD and the Collaboration Organisation has agreed to collaborate on the present project on the conditions stated in this Agreement.

3. The Project

The Parties have agreed to jointly perform the technology development project [PROJECT TITLE] (the "*Project*").

The Collaboration Organisation has appointed [NN] as its responsible researcher for the Project ("*Principal Investigator*").

The Project is reprioritized every six months for resourcing by the National DDD Platform Steering Group. After reprioritization, the project plan (**Annex 1**) and cost estimate (**Annex 2**) is adjusted for the next six months. The adjusted Annex 1 and Annex 2 shall be signed by both Parties and amended to this Agreement continuously during the Project. The Collaboration Organisation may assign its Principal Investigator as its signatory for adjusted Annex 1 and Annex 2.

4. Conditions for DDD Technology Development Projects

Form of collaboration
The Collaboration Organisation and DDD will conduct the Project in collaboration as further detailed in the project plan, **Annex 1**. The project plan contains a general description of the Project, the tasks to be carried out by each Party for the next six months and a timetable for said activities.

DDD shall appoint a project manager responsible for the project tasks that take place at DDD.

Project tasks of DDD will be located to sites at Uppsala University, KI, KTH and Stockholm University as further detailed in **Annex 1**, which are fully responsible for their tasks respectively in relation to the User Organisation and User. If deemed beneficial, a site at Lund University may be engaged by KTH for performance of parts of the Program.

Costs
A cost estimate for the Project activities described in the project plan and the cost responsibilities of each Party is attached as **Annex 2**. In case a Party shall compensate another Party for costs in accordance with Annex 2, the following payment terms apply.

Payments shall be made upon receipt of invoices. The invoice shall state what tasks that has been performed during the time period covered by the compensation. Payments shall be made within 30 days of the date on the invoice. In case of delayed payment, a debit of interest on the overdue payment in accordance with current legislation (räntelagen) may be applied.

Termination of Project and Agreement
DDD may terminate this Agreement if the National DDD Platform Steering Group decide to discontinue with the support of the Project. Such a decision together with a note of date of termination will be communicated in writing to the Collaboration Organisation without delay from the date of the decision.

The Collaboration Organisation may terminate this Agreement at any time by giving a prior six month written notice to DDD.

In case of early termination of this Agreement, the terminating Party shall compensate the other Party for incurred consumable costs of tasks initiated before termination.

5. Confidentiality

The Parties agree that Confidential Information is information provided by a Party within the Project to the other Party which:

- is clearly marked as confidential or similar, or
- if disclosed verbally, is characterised as confidential at the time of disclosure, and has been confirmed in writing within fifteen (15) calendar days from verbal disclosure as confidential information by the disclosing Party

The Parties agree that all Confidential Information shall be treated as confidential by the receiving Party and not be disclosed by the receiving Party to any third party or be used for any purpose besides within the Project, unless the receiving Party has obtained a written permission from the disclosing Party for other disclosure or use. It is noted that DDD possesses compound and antibody libraries and that such libraries or information associated with those libraries are Confidential Information (even if provided without separate labelling of confidentiality) and shall not be shared with any third party, used outside the Project or made public by the Collaboration Organisation.

In addition, the Parties agree that all scientific information achieved within the framework of the Project shall, to the extent allowed by law, be treated as confidential and not be disclosed to a third party until the scientific information has been published as per the rules set out in this Agreement. Scientific information is typically, but not limited to, research results, ideas and hypotheses, chemical structures, experimental conditions for synthesis, protein production and assays, sequence information, target and pathway know-how, business agreements or project strategies related to intellectual property. However, scientific information is not the identity of the Principal Investigator or the Collaboration Organisation, Principal Investigator funding sources and the therapeutic area for the Project.

The confidentiality undertaking does not apply to information that:

- was in the public domain at the time of disclosure or that has come into the public domain thereafter otherwise than through a breach of this Agreement;
- the receiving Party can show was already known to that Party at the time of disclosure;
- is developed by the receiving Party without use or reference to the disclosed information;
- has been legitimately disclosed to a Party by a third party independently of the disclosing Party; and/or
- provided that a request for disclosure of information has been made, a Party is required to disclose in order to comply with a law or court order.

The Parties have agreed that the following information shall not be included in any publications made by the Collaboration Organisation or the Principal Investigator:
[name here sensitive scientific information that is expected to come out of the Project that is for DDD to decide if and when to be published]

6. Intellectual property and material

Results of the Project in the form of intellectual property shall be the property of the Party that has generated the result. If employees of a Party are entitled to claim owner rights of intellectual property generated by that Party,

the ownership may instead belong to the employee of that Party and in such case that Party shall ensure that the other Party can exercise its rights in relation to results in accordance with this Agreement.

Where the Parties have jointly carried out work generating a result in the form of intellectual property, and where their respective share of the work cannot be ascertained, the result shall be jointly owned by the Parties or, as the case may be, a Party and the originator of such result at the other Party. The co-owners shall agree among themselves on the allocation and terms of exercising the ownership. If possible, the ownership shares of each co-owner shall be defined proportionally to the resources implemented by each co-owner for achieving the result.

Results of the Project may be used by the Parties within the Project. In addition, DDD is hereby granted a non-exclusive cost-free infinitive license to use all results developed within the Project by the Collaboration Organisation for further DDD activities, subject to the terms on confidentiality and publication provided in this Agreement. Said right of use shall apply also if DDD change principal (e.g. if the platform is transferred to mandatorship by the Swedish Research Council) or if the activities of DDD fragment into functions at the organisations presently forming DDD.

7. Publication of results

It is the joint responsibility of the Collaboration Organisation and DDD to actively communicate the results of the Project to the scientific community, relevant authorities and to the general public in accordance with scientific practice. A clear publication strategy shall be drawn up for the Project. Dissemination of the results shall be preceded by due consideration of patent strategy and accepted research practice regarding co-authorship and acknowledgement shall be applied, e.g. that persons who have actively contributed to the scientific discoveries shall be co-authors of the publication.

DDD shall always be acknowledged in all publications concerning results generated within the Project, also when DDD personnel are not listed as authors, by using the following text: "*The authors would like to acknowledge support of the SciLifeLab Drug Discovery and Development Platform, Sweden*". Likewise, DDD shall always acknowledge the Collaboration Organisation and Principal Investigator in all publications concerning results generated within the Project, also when the Principal Investigator (or other personnel of the Collaboration Organisation) is not listed as an author.

A Party ("Disseminating Party") may not publish or by other means disseminate results generated by the other Party without a written consent of that other Party. Any publication or other public sharing of results of the Project shall be communicated by the Disseminating Party to the other Party in advance by communicating the manuscript (which, as the case may be, can be in the form of a grant application) no later than 30 days prior to dissemination. Upon receipt of the manuscript, the other Party may within 30 days request that any of its results are deleted or reworded from the publication and/or request for a delay of the dissemination for allowing for intellectual property protection of the results. Such delay may not exceed 90 days from the request of delay. The Publishing Party is obligated to comply with any said request for deletion or rewording of results and/or delay of dissemination. After the delay the Disseminating Party is entitled to publish the Results, provided always that the request for deletion or rewording has been observed.

8. Miscellaneous

Force Majeure
Neither Party shall be liable to the other for failure to perform any of its respective obligations imposed by this Agreement provided such failure shall be due to a cause beyond its reasonable control. The affected Party shall notify the other Party of such force majeure circumstances as soon as reasonably practical, and shall promptly undertake reasonable efforts to cure such force majeure circumstances.

No warranty
Although the Parties shall carry out the Project with customary diligence and according to the state of science and technology known to the Party, the Parties makes no representation or warranty of any kind as to the usefulness of the results of the Project or that such results are fit for any particular purpose or to the absence of any third party rights in the results.

Liability
Liability of any Party for any breach of this Agreement, or arising in any other way out of the subject matter of this Agreement, will not extend to loss of business or profit, or to any indirect or consequential damages or losses. The aggregate liability shall never exceed the value of the Project work, as stipulated in Annex A, and for DDD in no case more than 10 million SEK.

Assignment
Except when explicitly stated in this Agreement, a Party may not assign its rights or obligations under this Agreement without the prior written consent of the other Party.

Survival of rights
The provisions of Section 5, 6, 7 and 8 shall survive termination or expiration of this Agreement. The confidentiality provision (Section 5) shall apply for a period of five years from the Agreement has come into effect, however no longer than ten (10) years from the disclosure of the information (regardless of whether or not this Agreement is terminated).

Term of Agreement
This Agreement shall be effective from the date of the last signature and remain in force up to and including the date on which the Agreement has been performed through the conclusion of the Project, however not later than [date] if not expressly prolonged by the Parties.

Governing law and dispute
This Agreement shall be governed by the laws of Sweden.

Disputes arising out of this Agreement that cannot be settled amicably shall be exclusively settled by the District Court nearest the site where the task is performed causing the dispute. If the dispute cannot be assignable to a specific site or the dispute is assignable to several sites domiciled to different courts, the dispute shall be settled by the District Court of Uppsala. If the dispute cannot be tried at a court of law due to that the disputing Parties are Swedish governmental agencies, the dispute shall be finally settled by the nearest mutual superordinate governmental agency or else by any other dispute resolution available within the Swedish crown between such agencies.

Counterparts
This Agreement has been executed in two copies, of which DDD and the Collaboration Organisation has taken one each.
……

Signatures

For **Collaboration Organisation**

…….
Name:
Title:
Date:

For **DDD**

…….
Name:
Title: Platform co-Director DDD
Date:

Principal Investigator's acknowledgement of the Agreement

…….
Name:
Date:

Annex 1 Program Plan

Annex 2 Cost Estimate

SciLifeLab DDD Service Agreement

1. Parties

This Service Agreement (**"the Agreement"**) is entered into between, on one hand,

> **The SciLifeLab DDD Platform**, for the purpose of this Agreement and with mandate from Karolinska Institutet (KI), Royal Institute of Technology (KTH) and Stockholm University represented by Uppsala University, Department of Medicinal Chemistry, BMC, Box 574, 751 23 Uppsala ("*DDD*"),
>
> and, on the other hand,
>
> [**NAME**, ORG. REG. NO. and ADDRESS] (the "*Organisation*")

DDD and Organisation are hereinafter referred to singularly as "*Party*" and jointly as the "*Parties*".

2. Background

The SciLifeLab Drug Discovery and Development Platform (DDD) is a function within the joint effort SciLifeLab between Uppsala University, KI, KTH and Stockholm University in collaboration with Lund University, for research in molecular biosciences with focus on health and environmental research ("*SciLifeLab*"). DDD supports integrated drug discovery and development programs and engage in technology development projects. In addition, the Platform Management Group of DDD may decide to support the scientific community and industry with services within the area of DDD expertise.

The Organisation wishes to access resources and activities of DDD and DDD has agreed to grant such access on the following conditions.

3. The Service

DDD will support the project by [name service activities] ("**the Service**"), as further detailed in **Annex 1**.

4. Conditions for the Service

Form of support
The Organisation shall appoint an organisation contact person (OCT) for the project and DDD shall appoint a contact person responsible for the service tasks taking place at DDD.

The Service will be performed at one of the DDD facilities located at Uppsala University, KTH, Stockholm University or KI, which are fully responsible for the Service tasks in relation to the Organisation.

Remuneration
The Organisation shall compensate DDD for the costs of the Service. A cost estimate is attached as **Annex 2**. Save for in cases of the Organisation being a Swedish governmental organisation, the remuneration shall correspond to the full cost of the Service at DDD, including indirect costs.

Payments shall be made upon receipt of invoices from DDD. The Invoice shall state what tasks that has been performed during the time period covered by the compensation and where to pay the compensation. Payments shall be made within 30 days of the date on the invoice. In case of delayed payment, DDD has the right to debit an interest on overdue payment in accordance with current legislation (räntelagen).

Termination of Service
The Organisation may terminate this Agreement at any time by giving written notice to DDD. DDD may terminate this Agreement by giving written notice to Organisation if DDD deem that the Service cannot be finalized due to unforeseen technical difficulties.

In case of termination, the Organisation shall compensate DDD for incurred consumables and costs for tasks initiated before termination. DDD will compose a report of the work that has been performed up to termination. The report together with accrued data, earlier reports and any remaining material belonging to the Organisation

will be delivered to the Organisation within two month of termination unless the Parties agree on another time limit for such delivery.

5. Confidentiality

The Parties agree that Confidential Information is information provided by a Party within the Service to the other Party which:

- is clearly marked as confidential or similar, or
- if disclosed verbally, is characterised as confidential at the time of disclosure, and has been confirmed in writing within fifteen (15) calendar days from verbal disclosure as confidential information by the disclosing Party

The Parties agree that all Confidential Information shall be treated as confidential by the receiving Party and not be disclosed by the receiving Party to any third party or be used for any purpose besides within the Service, unless the receiving Party has obtained a written permission from the disclosing Party for other disclosure or use.

The obligation arising from previous paragraph shall not apply to information which:

- at the time of disclosure is in public domain,
- after the disclosure becomes part of the public domain through no fault of the receiving Party,
- was legally in the possession of the receiving Party without obligation of secrecy at the time of disclosure,
- was received by the receiving Party after the disclosure from a third party who, to the reasonable knowledge of the receiving Party, was entitled to make such disclosure, or
- is developed independently by individual(s) employed or engaged by the receiving Party without benefit of the information received form the disclosing Party;
- a Party is required to disclose in order to comply with a law or court order (provided that a request for disclosure of information has been made).

In addition DDD shall, to the extent allowed by law, treat results achieved within the framework of the Service as confidential and not disclose such results to a third party until the results has been made public by or on behalf of the Organisation.

The identity of the Organisation or the OCT and the therapeutic area for the project is not to be regarded as Confidential Information.

6. Intellectual property and material

Ownership of the results achieved within the framework of the Service shall belong to the Organisation or whomever the Organisation appoint as the owner. DDD is hereby granted at non-exclusive cost-free license to use general techniques and methods also in the form of intellectual property, developed by DDD personnel when performing the Service for further DDD activities, subject to the terms on confidentiality herein. Said license shall apply also if DDD change principal (e.g. if the platform is transferred to mandatorship by the Swedish Research Council) or if the activities of DDD fragment into functions at the organisations presently forming DDD. General techniques and methods include libraries, such as but not exclusive compound and antibody libraries.

7. Terms for receiving the compound library

DDD is sharing a collection of small molecules for screening with Chemical Biology Consortium Sweden (CBCS). The collection is managed and maintained by CBCS, but physically distributed through the DDD. The library may be made available to the Organisation. If made available, the terms in this Section 7 shall apply.

All raw data of the screening is to be sent to DDD for tracking of promiscuous hits. Screening may also be performed by CBCS. If performed by CBCS, a separate agreement shall be concluded between the Organisation and CBCS regulating the terms for screening. Such separate agreement may contain additional obligations of confidentiality.

Scientific publications resulting from the compound library shall be in accordance with Section 8 in this Agreement. If DDD has only distributed plates for screening and co-authorship therefore is not appropriate, the Organisation shall acknowledge this contribution by the following acknowledgement in any publications emanating from the Service:

The Library was provided by the Chemical Biology Consortium Sweden (CBCS).

8. Publication of results

If results emanating from the Service are published by the Organisation, generally accepted standards for co-authorship shall be observed. The Organisation undertake, also if there is no co-author from DDD personnel, to always acknowledge DDD by using the following text:

> *The authors would like to acknowledge support of the SciLifeLab Drug Discovery and Development Platform, Sweden.*

9. Miscellaneous

Force Majeure
Neither Party shall be liable to the other for failure to perform any of its respective obligations imposed by this Agreement provided such failure shall be due to a cause beyond its reasonable control. The affected Party shall notify the other Party of such force majeure circumstances as soon as reasonably practical, and shall promptly undertake reasonable efforts to cure such force majeure circumstances.

No warranty
Although DDD shall carry out the Service with its customary diligence and according to the state of science and technology known to DDD, DDD makes no representation or warranty of any kind as to the usefulness of the results of the Service or that such results are fit for any particular purpose or to the absence of any third party rights in the results.

Liability
Liability of any Party for any breach of this Agreement, or arising in any other way out of the subject matter of this Agreement, will not extend to loss of business or profit, or to any indirect or consequential damages or losses. The aggregate liability of DDD shall never exceed the compensation received by DDD from the Organisation under this Agreement and in no case more than 10 million SEK.

Assignment
Except when explicitly stated in this Agreement, a Party may not assign its rights or obligations under this Agreement without the prior written consent of the other Party.

Survival of rights
The provisions of Section 5, 6, 7, 8 and 9 shall survive termination or expiration of this Agreement. The confidentiality provision (Section 5) shall apply for a period of five years from the Agreement has come into effect; however no longer than ten years from the disclosure of the information (regardless of whether or not this Agreement is terminated).

Term of Agreement
This Agreement shall be effective from the date of the last signature to termination or the fulfilment of the Service according to the working schedule Annex 1, whichever comes first.

Governing law and dispute
This Agreement shall be governed by the laws of Sweden.

Disputes arising out of this Agreement that cannot be settled amicably shall be exclusively settled by the District Court nearest the site where the task is performed causing the dispute. If the dispute cannot be assignable to a specific site or the dispute is assignable to several sites domiciled to different courts, the dispute shall be settled by the District Court of Uppsala. If the dispute cannot be tried at a court of law due to that the disputing Parties are Swedish governmental agencies, the dispute shall be finally settled by the nearest mutual superordinate governmental agency or else by any other dispute resolution available within the Swedish crown between such agencies.

Counterparts
This Agreement has been executed in two copies, of which DDD and the Organisation has taken one each.
……

Sign**atures**

For **Organisation**	For **DDD**
…….	**…….**
Name:	Name:
Title:	Title: Platform co-Director DDD
Date:	Date:

Annex 1, The Service

Annex 2, cost estimate