Dermatology beyond the skin

LEO Pharma Open Innovation User Agreement
- includes Material Transfer Agreement

1. Background and purpose of this agreement
This user agreement is the first step to participating in LEO Pharma Open Innovation. It outlines how LEO Pharma will safeguard the intellectual property belonging to you and that all data generated in the disease-relevant bioassays is owned by you. We use this agreement in order to collaborate for mutual benefit. You benefit with access to complex and proprietary, disease-relevant assays, at no cost and with no risk of jeopardised assets or intellectual property; and LEO Pharma benefits by exploring new partnership opportunities. The format and scope of any future partnership are not covered by this agreement, so we'll discuss this on a case-by-case basis once the data are available to us both.

2. Parties covered by this agreement
This agreement is entered into by LEO Pharma A/S, Industriparken 55, 2750 Ballerup, Denmark (referred to as "LEO Pharma" or "we") and the legal entity intending to participate in LEO Pharma Open Innovation (referred to as the "Partner" or "you").

Partner business entity name and address: _____

_____

Throughout this agreement, LEO Pharma and Partner will individually be referred to as "Party", and jointly as "Parties".

3. LEO Pharma Open Innovation – the process
Step 1 – You complete and sign this agreement and send it to LEO Pharma. LEO Pharma countersigns the agreement and returns a copy to you for your records.
Step 2 – LEO Pharma sends empty, barcoded vials to you, and you return these containing the molecules to be tested.
Step 3 – LEO Pharma tests these molecules in the disease-relevant assays and creates a report of the data.
Step 4 – LEO Pharma sends the data report to you, and if relevant, a recommendation on how to proceed.

4. Shipping the molecules
Partner agrees to send a suitable quantity of each molecule to facilitate accurate testing. As a general rule, 200 µL of molecule dissolved in DMSO at a concentration of 1-10 mM is usually sufficient. If this is not a feasible option please contact us. You are responsible for sending the filled vials to LEO Pharma in accordance with applicable laws and regulations, and with the necessary postage documentation and labels. LEO Pharma does not take responsibility for any loss or damage to the shipment during transit. Once the shipment of molecules arrives, LEO Pharma will notify you of receipt of the molecules, via email to the relevant contact person.

5. Testing your molecules
LEO Pharma recognises that it's important to treat all Partners' molecules and result data with integrity. Here are the terms that we agree to be bound by in this agreement, when it comes to testing your molecules:

At any given time, up to four assays will be available for Open Innovation partners to access. LEO Pharma will always return the data to Partner. Partner always owns the data.
This agreement covers access to the following four assays:

1. Human primary keratinocyte CCL2 release
2. Human primary keratinocyte IL-8 release
3. Human primary T-cell IL-2 and IL-4 release
4. Human primary PBMC IL-17 release

For detailed protocols and schematic illustrations of these assays, visit http://openinnovation.leo-pharma.com/Science-and-diseases/Assays-you-can-access.aspx

We will perform liquid chromatography mass spectrometry (LC-MS) quality control of the submitted molecules to assess the purity of the samples. This test is to identify the molecular weight of the submitted molecule, for cross-reference against the documented value, allowing us to build confidence in the biological read-out and potentially detect any molecular degradation. We will at no time perform any analysis that will determine the structure of the molecule.

LEO Pharma will not use Partner's molecules for any purpose, other than to test for biological activity in the Open Innovation assays. This means that submitted molecules will not be used in

animal or human tests, nor will they be used for any commercial purpose. Once the assays have been performed, LEO Pharma will collate the results into a report, and send this report to Partner, via email.

6. Access to your molecules

The only employees at LEO Pharma who will have access to the submitted molecules are those who are involved in facilitating the Open Innovation process. If any external agents, consultants or contractors are engaged to work with LEO Pharma Open Innovation at any time, they will be bound by confidentiality agreements and will only be permitted to access Partner's molecules for the purpose and activities outlined in this agreement.

LEO Pharma will handle all Partners' molecules and assay results with confidentiality. In fact, molecules and results will be treated with the same security and integrity as for LEO Pharma's own confidential, proprietary and valuable material. LEO Pharma will not consider the submission of molecules to Open Innovation to be a disclosure of structure, and therefore participation in LEO Pharma Open Innovation does not infringe any patent or proprietary rights of Partner, LEO Pharma or any third party.

LEO Pharma will reserve the right to refuse receipt of molecules and to decide not to perform the assays or to continue the research if that is deemed necessary for any reason, although we will strive to maintain a productive relationship to the very best of our ability. If the situation arises where it is untenable for us to work collaboratively, then LEO Pharma will notify the contact person at the Partner entity of that decision.

7. Confidentiality and protecting your intellectual property

In order to facilitate the LEO Pharma Open Innovation process, we will need to know your nominal name and the molecular weight of the molecules. This information is not commercially valuable, and cannot be used to identify the molecules' structures, however we agree that all information covered in this agreement, will be treated as though it is confidential.

If Partner elects to share information that is additional to the information called for in this agreement, that information will not be considered confidential, unless the information is clearly marked confidential. To clarify, if you disclose the chemical name or structure of a molecule you are submitting, we will assume that information is public knowledge. Partner accepts and confirms understanding of this condition by entering into this agreement.

8. Potential conflicting research

LEO Pharma has its own research and development activities, and it is possible that a submitted molecule might have similar or related attributes to a molecule which we are in the process of developing internally or with other partners. Partner agrees and acknowledges that the molecules you submit may already be known to LEO Pharma, and that the submission of your molecules shall not impact the determination of inventorship of any molecules known to LEO Pharma prior to or independently of Partner's submission of molecules to LEO Pharma.

To avoid conflicts of interest, LEO Pharma Open Innovation requires only basic information about Partner's molecule(s) and will only accept additional information if agreed to in advance. If additional information is supplied to LEO Pharma Open Innovation, we will endeavour to limit its reach. For example, if the process of shipping a molecule to LEO Pharma requires Partner to disclose chemical details in order for the shipment to be handled correctly by the carrier, then LEO Pharma will disregard such information and dispose of the shipping documentation.

LEO Pharma will not disclose specific information about submitted molecules to any third party, nor will LEO Pharma disclose research results relating to submitted molecules to any third party without prior written consent from Partner. LEO Pharma will, however, use the information you provide in this agreement and the research results in order to evaluate a possible business opportunity between you and LEO Pharma. In order to do this, LEO Pharma Open Innovation may disclose the information covered by this agreement and any other information Partner elects to share with us, and the research results, with authorised employees of LEO Pharma.

9. Occasions when our confidentiality obligations do not apply

If required by an order or action of a government agency, authority or court, LEO Pharma will share the legally-required information with such bodies, and will inform Partner as soon as reasonably possible via email. LEO Pharma will also exercise all reasonable efforts to ensure confidential treatment of this shared information. It is Partner's responsibility to ensure that LEO Pharma Open Innovation has up-to-date contact information for the Partner contact person.

The conditions and obligations laid out in this agreement do not extend to information that: (a) is already in the public domain or becomes part of the public domain through no fault of LEO Pharma, (b) was lawfully in LEO Pharma's possession prior to this agreement, (c) is passed to LEO Pharma by a third party who acquired such information lawfully and in good faith, or (d) LEO Pharma develops independently; without use of, reliance on or reference to your confidential information, as verified by LEO Pharma records.

10. Information LEO Pharma may disclose

LEO Pharma Open Innovation may publicly disclose anonymised information, e.g. the number of partners we have agreements with and the number of molecules we have tested. LEO Pharma agrees to only share information that cannot be identified back to a specific partner.

11. Publication of collated research results for statistics

LEO Pharma will publicly disclose collated research results from Open Innovation assays, without disclosing information pertaining to the molecules which have given rise to those results nor the partners who submitted them. We will use these data to produce anonymised statistics showing the relative effects of non-disclosed molecules. This allows us to generate statistics of how your molecules perform compared to others, for your reference. See website for example: http://openinnovation.leo-pharma.com/Science-and-diseases/Data-statistics.aspx

12. Disclosure of partnership

Unless you expressly notify us not to (by marking the box below), you agree to allow LEO Pharma to share this Open Innovation partnership publicly, once this agreement has been fully executed (signed by both Parties). For the avoidance of doubt, LEO Pharma confirms that data and results will never be disclosed to anyone besides the Partner.

Please tell us, if you do not agree to publish the partnership by marking below with an "X":

☐ I do not agree: keep our Open Innovation partnership strictly confidential.

In case you do not object to the disclosure of our partnership, LEO Pharma agrees that you may also share our Open Innovation partnership publicly, once this agreement has been fully executed. However, the partnership must be advertised purely as a LEO Pharma Open Innovation partnership. Partner must contact us in order to obtain written permission to use the LEO Pharma logo, branded material or any other material or property owned by or associated with LEO Pharma. Please note, it is **never** acceptable to make any reference to LEO Pharma products or medicines without correct authorisation from LEO Pharma.

13. Information partner may disclose

Partner has the right to disclose research results, and we encourage the results to be published and shared where possible and beneficial, however Partner should be aware that sharing the results with a third party might impede any future collaboration or business relationship with LEO Pharma. Partner accepts to acknowledge LEO Pharma as the source of the research results and to notify LEO Pharma of any publication.

14. Time limit

LEO Pharma agrees to accept Partner's molecule(s) for testing within six months of the effective date (the date when both parties have signed this agreement and it comes into effect). If you would like to ship molecules to us after this six month period, it will be necessary to sign a new agreement, unless otherwise mutually agreed. This agreement may be terminated for any or no reason with thirty days' prior written notice by either party. If that happens, LEO Pharma will uphold the terms of this agreement.

15. Molecule information

This agreement covers the submission of up to ten molecules. To submit additional molecules please contact us beforehand. We need to know how many molecules you are submitting so that we send the correct number of vials. During shipping we will ask for the test molecules' nominal name and molecular weight.

Number of molecules (1-10): _____

16. Contact information

The following information is necessary in order to facilitate your involvement in LEO Pharma Open Innovation and will be saved by LEO Pharma in order to contact you throughout this process. Please complete the fields below:

Partner (legal entity)

Address: _____

_____

Country: _____

Postcode: _____

Partner scientific contact person

Name: _____

Phone: _____

Email: _____

Alternative contact person (optional)

Name: _____
Phone: _____
Email: _____

We will send you empty, barcoded vials for your molecules. If these should go to a different address to the one listed above, please tell us here:

Address: _____
_____
Country: _____
Postcode: _____

In addition to communication relating to this submission, LEO Pharma Open Innovation would like to contact you (Partner scientific contact person) to share relevant updates or opportunities limited to LEO Pharma Open Innovation. This will happen no more than three times per year. Please tell us if you agree to be contacted on these rare occasions by marking the box with an "X":

	(A) Yes, I agree that LEO Pharma may contact me a couple of times per year with relevant opportunities and updates regarding LEO Pharma Open Innovation.
	(B) No, don't reach out once we've concluded the evaluation of this submission.

You may opt out of these communications at any time.

To provide written notice relating to this agreement, Partner should contact:
LEO Pharma Open Innovation, Industriparken 55, 2750 Ballerup, Denmark
E-mail: open.innovation@leo-pharma.com

17. Other terms

This agreement is considered the entire agreement between the Parties and cannot be modified, changed or discharged, fully or in part, by either Party, without written agreement from the Parties, signed by authorised representatives of the Parties. This agreement is governed by the laws of Denmark. If a dispute should arise relating to the provision of this agreement, the Parties agree to try to settle such dispute amicably and in good faith. If resolution is not possible in a reasonable timeframe, the dispute will be brought to the Danish Institute of Arbitration, and settled fairly, in accordance with their rules and procedures.

18. Signature

Both Parties must sign (execute) this agreement and agree that signatures transmitted electronically (typically, a PDF of the executed agreement, sent via email) are binding. Each executed counterpart of the agreement will be considered an original, and together will be considered the same document.

LEO Pharma A/S	**Partner**
Date:	Date:
Signature:	Signature:
Name (please print):	Name (please print):
Title (please print):	Title (please print):