

The ORFeome Collaboration Good Faith Agreement

AGREEMENT IN GOOD FAITH CONCERNING USE AND DISTRIBUTION OF ARRAYED ORFEOME COLLABORATION cDNA CLONES

You are being provided with ORFeome Collaboration [OC] cDNA clones (CLONES) and/or associated products (PRODUCTS) (referred to collectively as OC MATERIALS), in order to advance the public interest and to advance the objectives of the institutions that developed the original libraries from which these clones were derived (ORIGINATORS). The ORIGINATORS are the beneficiaries of, and may independently enforce, this Agreement.

DEFINITIONS

PROGENY means an unmodified descendant from CLONES or any comparable bacterial stock derived from CLONES (STOCK). DERIVATIVE PRODUCTS mean any modification or product of CLONES or PRODUCTS that is not a PROGENY or a STOCK. PRODUCTS mean any material(s), such as subclone(s), which contain or incorporate the CLONES and are derived directly from the original CLONES or their PROGENY.

USE OF OC MATERIALS

By accepting OC MATERIALS you are agreeing in good faith to the following terms. If you are unable to agree to these terms, you must immediately return OC MATERIALS along with all copies and replicas thereof.

- (a) You will use the OC MATERIALS in compliance with all applicable laws, governmental regulations and guidelines, including the United States National Institutes of Health guidelines, or their equivalent, and any regulations or guidelines pertaining to research with humans, or animals, or with recombinant DNA.
- (b) You may use CLONES to produce PROGENY, and to create DERIVATIVE PRODUCTS. You may use OC MATERIALS, PROGENY, and DERIVATIVE PRODUCTS for commercial or non-commercial purposes, except for the purpose of redistribution of CLONES or PROGENY. Accordingly, you may transfer CLONES or PROGENY to additional parties only if 1) this document in its entirety accompanies CLONES or PROGENY, and 2) you transfer CLONES or PROGENY at no cost to such additional parties.
- (c) You will include the unique and specific identifier of each arrayed clone (which was initially assigned either by Lawrence Livermore National Laboratories (IMAGE Consortium) or by ThermoFisher/Open Biosystems, Huntsville, AL, and which accompanies the OC MATERIALS) in data pertaining to the OC MATERIALS submitted to public databases and in resulting publications. This nomenclature consists of the term "IMAGE Clone ID" or "OC Clone ID" followed by a seven or nine digit number. You will refer publicly (including but not limited to

electronic and print versions of articles and databases) to these arrayed cDNA clones as the "ORFeome Collaboration (OC) cDNA Clones", and will reference the following web site: www.orfeomecollaboration.org/ . In INTERNET/World Wide Web publications and databases, you agree to provide electronic referencing (e.g. 'anchors' and/or 'hotlinks') to the ORFeome Collaboration home page, currently located at URL www.orfeomecollaboration.org .

- (d) You agree that the OC MATERIALS ARE EXPERIMENTAL IN NATURE AND ARE BEING PROVIDED WITHOUT WARRANTY, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR FREEDOM FROM INFRINGEMENT OF ANY PATENT OR OTHER PROPRIETARY RIGHT OF A THIRD PARTY.
- (e) YOU AGREE TO HOLD HARMLESS AND INDEMNIFY LAWRENCE LIVERMORE NATIONAL LABORATORIES (IMAGE CONSORTIUM) and THERMOFISHER and OPEN BIOSYSTEMS, THE ORIGINATORS OF THE LIBRARIES FROM WHICH CLONES WERE ARRAYED, THE PROVIDER OF THE OC MATERIALS AND PERSONS ACTING ON THEIR BEHALF, FOR ANY CLAIM ASSERTED BY A THIRD PARTY RELATED TO YOUR POSSESSION, USE, STORAGE, OR DISPOSAL OF THE OC MATERIALS.
- (f) You understand that the ownership of the unarrayed cDNA libraries from which clones were arrayed is retained by the Originators of those libraries. Any new patentable developments or inventions first made by any party using the arrayed clones will remain the property of the inventing party. This Agreement does not constitute the Originators waiver of any patent rights.