opnMe GPCR Route 66+

Tracer Submission Template

Thank you for downloading the Boehringer Ingelheim *opnMe.com* submission template that supports the [opnMe GPCR Route 66+ project](http://www.opnme.com/opn2experts/dds-03-gpcr-selectivity?cid=tech:opnMe:HTB1:temp:opnMep1).

Please provide your general contact and relevant background information in Part 1 of the document. Part 2 covers the title of your submission and some further optional information. Please carefully read Part 3 as this serves as a legally binding material transfer agreement (MTA). Your proposed tracer(s) name(s) and property/properties should be listed in the table of Annex 1. Please add additional rows in case you would like to add more tracers. Please read Annex 2 carefully and follow the steps outlined to initiate the reimbursement of your shipment costs.

After filling in the submission document, please print, sign, and scan. This document should be uploaded on the opnMe portal and added to your shipment when sharing tracer(s) via mail.

For further information, please consult our [FAQ document](https://www.opnme.com/faqs/collaboration-faqs-opn2experts-gpcr-route66?cid=tech:opnMe:HTB1:temp:opnMef1) on opnMe.

Part 1: General information about the submitting scientist(s) and the organization(s)

1. KEY CONTACT PERSON

Full name: Click or tap here to enter text.

Email address: Click or tap here to enter text.

Phone number: Click or tap here to enter text.

2. ORGANIZATION/COMPANY/INSTITUTION

Organization/Company/Institution Name: Click or tap here to enter text.

Address: Click or tap here to enter text.

Website (if available): Click or tap here to enter text.

3. PROVIDE AN OVERVIEW OF THE KEY RESOURCES, CAPABILITIES AND EXPERTISE OF SUBMITTING SCIENTIST(S) AND THE ORGANIzATION(s):

Click or tap here to enter text.

Part 2: opn2EXPERTS answer & collaboration proposal

**1.** Title of the proposed tracer submission (e.g., which GPCRs should be targeted)

Click or tap here to enter text.

**2.** Optional: Would you like to tell us about ideas regarding ready-to couple precursors or biotinylated molecules to be coupled to fluorophores? If yes, please provide a bit more feedback.

Click or tap here to enter text.

**3.** Optional: Would you like to notify us of ideas for tracers for other GPCRs? If yes, please provide a bit more feedback.

Click or tap here to enter text.

**4.** Key references

Click or tap here to enter text.

**Please fill in the table in Annex 1 for each submitted tracer (please see below).**

**In addition, the shipment of your tracers should go to the following address:**

Boehringer Ingelheim Pharma GmbH & Co KG

Building K91, 00.021

ATTN: Benjamin Rudolf/Thilo Fligge

Birkendorfer Str. 65

88397 Biberach an der Riss

Germany

Tel: +49 (0) 7351 54 6589

Part 3: Simple Letter Agreement for the Transfer of Materials

This Simple Letter Agreement for the Transfer of Materials (the “Agreement”) is entered into as of [Date; *please replace by the date of your submission*] by and between **Boehringer Ingelheim Pharma GmbH & Co. KG**, Birkendorfer Straße 65, 88397 Biberach an der Riß, Germany (hereinafter referred to as "RECIPIENT") and [**Name**], **Address** *(Remark: Please replace by your name and address)*(“RECIPIENT”)

In response to the RECIPIENT’s request for PROVIDER’s compound and relating data as further specified in **Annex 1** (the “MATERIAL”) to be used for MATERIAL characterization, GPCR assay developmentandperformanceofGPCR assay selectivity profiling(the “PURPOSE”). PROVIDER asks that RECIPIENT and agrees to the following before the RECIPIENT receives the MATERIAL:

1. PROVIDER shall provide to RECIPIENT a maximum quantity of **one (1) mg** of each individual MATERIAL.
2. Costs of shipment will be borne by RECIPIENT after receipt of an invoice according to **Annex 2**.
3. PROVIDER shall not and shall secure, that no information regarding the structure of the MATERIAL will be made available or be provided to RECIPIENT.
4. The above MATERIAL and all related information, including any related intellectual property rights, are and remain the exclusive property of PROVIDER. By providing the MATERIAL to RECIPIENT PROVIDER is in no way restricted to use the MATERIAL for any purpose.
5. The MATERIAL will be exclusively used for the PURPOSE. Recipient may share the MATERIAL with its AFFILIATES as needed to fulfil the purpose. An AFFILIATE is a company commonly owned by or under common ownership with RECIPIENT according to the German Code of Commerce (HGB) § 271.
6. All results directly arising from RECIPIENT’s use of the MATERIAL for the PURPOSE as well as any intellectual property rights in such results (the “RESULTS”) shall be owned by PROVIDER. RECIPIENT and its AFFILIATES shall have an irrevocable, perpetual, non-exclusive right to use the RESULTS for its own and its internal research and development purposes.
7. THE MATERIAL PROVIDED TO RECIPIENT BY PROVIDER IS NOT FOR USE AND WILL NOT BE USED IN HUMAN SUBJECTS. In case of animal in vivo testing RECIPIENT shall further be responsible and shall procure that all respective competent authorities are duly informed and all permits and authorizations, as required by law, legislation, or ordinance, are obtained for the conduct of animal studies, and that RECIPIENT strictly complies with the relevant statutes, legislation and guidelines for the care, welfare and ethical treatment of animals used in research.
8. The MATERIAL will not be further distributed to any third party other than AFFILIATE without the PROVIDER's prior written consent. All AFFILIATES of RECIPIENT shall confirm to RECIPIENT to be bound by this agreement before sharing MATERIAL with them. RECIPIENT shall refer any request for the MATERIAL to PROVIDER.
9. PROVIDER agrees to grant and hereby grants to RECIPIENT an option to negotiate with PROVIDER conditions for a non-exclusive license for its own and its AFFILIATE’s further use of the MATERIAL for research and development purposes. RECIPIENT will inform PROVIDER about the execution of such option within one (1) year after receipt of the MATERIAL. The conditions for such use shall include a one-time payment of RECIPIENT to PROVIDER of two thousand (2.000,00) EURO in consideration of such right and for a further provision of ten (10) mg of MATERIAL to RECIPIENT. Further details will be laid down in a separate agreement between RECIPIENT and PROVIDER. If RECIPIENT does not execute the option within the above-mentioned time frame, the option of RECIPIENT shall have lapsed. In case the parties cannot agree on condition for such right to use within one hundred eighty (180) days after execution of the option by RECIPIENT, if such negotiation term was not mutually prolonged, PROVIDER shall not be bound to grant to or negotiate with RECIPIENT such non-exclusive right anymore.
10. Any MATERIAL delivered pursuant to this Agreement is understood to be experimental in nature and may have hazardous properties. PROVIDER MAKES NO REPRESENTATIONS AND EXTENDS NO WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE USE OF THE MATERIAL WILL NOT INFRINGE ANY PATENT, COPYRIGHT, TRADEMARK, OR OTHER PROPRIETARY RIGHTS. Unless prohibited by law, RECIPIENT assumes all liability for claims for damages against it by third parties which may arise from the use, storage or disposal of the MATERIAL except that, to the extent permitted by law, the PROVIDER shall be liable to the RECIPIENT when the damage is caused by the gross negligence or wilful misconduct of the PROVIDER.
11. RECIPIENT agrees to comply with all laws, ordinances, and regulations applicable to the handling, storage, use and/or disposal of the MATERIAL.
12. The MATERIAL is provided at no cost.

PROVIDER, RECIPIENT and RECIPIENT SCIENTIST must sign both copies of this letter and return one signed copy to the PROVIDER. The PROVIDER will then send the MATERIAL.

# PROVIDER INFORMATION and AUTHORIZED SIGNATURE

Provider Scientist:

Provider Organization:

Address:

Name of Authorized Official: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title of Authorized Official: \_\_\_\_\_\_\_\_\_\_\_\_

Signature of Authorized Official: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of Authorized Official: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title of Authorized Official: \_\_\_

Signature of Authorized Official: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Certification of PROVIDER SCIENTIST: I have read and understood the conditions outlined in this Agreement and I agree to abide by them in the providing of the MATERIAL.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

RECIPIENT SCIENTIST Date

# RECIPIENT INFORMATION and AUTHORIZED SIGNATURE

Recipient Organization: Boehringer Ingelheim Pharma GmbH & Co. KG

Address: Birkendorfer Straße 65, 88397 Biberach an der Riss, Germany

Signature of Authorized Official: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

ANNEX 1

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| Unique MATERIAL Identifier | Putative Protein target addressed by the MATERIAL | MATERIAL MW (with salt if any)  (g/mol) | MATERIAL Weight  (mg) | MATERIAL Excitation wavelength  (nm) | MATERIAL Emission wavelength  (nm) | If applicable: unlabelled Control molecule unique ID | If applicable: expected cytotoxicity (µM) |
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ANNEX 2

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Expense Claim Form** | | | | | Abcd | | | |
| **Boehringer Ingelheim Pharma GmbH & Co. KG** GBSC / Purchase to Pay / Accounts Payable  HPZ 4547-02-03  Binger Straße 173  55216 Ingelheim am Rhein  Germany  **VAT-ID-No.: DE 811 138 149** | | | | |  | | |  |
|  |  | | | |  | | |  |
| **Full name of the Affiliation** | | |  | | |  | | |
|  | | |  | | |  | | |
|  | | |  | | | (Address) | | |
|  | | |  | | |  | | |
| First Name and Surname of the person of contact | | |  | | | (Postal Code, City) | | |
|  | | |  | | |  | | |
| VAT-ID-No. or Taxpayer ID No | | |  | | | (Country) | | |
| **I hereby claim the following expense for the shipment of our tracer:** | | | | | | | | |
| Total amount (net) | |  | Currency | | | |  | |
| Total tax amount (VAT) | |  | Currency | | | |  | |
| Total amount (gross) | |  | Currency | | | |  | |
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| (Date, Stamp, Signature) | | | |  | | | | |