**Authorized User Agreement under**

**Eli Lilly Open Innovation Drug Discovery Program**

The University of Illinois has executed an agreement with Eli Lilly and Company ("Lilly") regarding screening of new compounds, with the goal of identifying opportunities for collaboration and licensing ("OIDD Agreement"). A copy is attached.

I would like to participate as an “Authorized User” in the Eli Lilly Open Innovation Drug Discovery Program ("Program"). I understand that participants have certain obligations and conditions regarding submission of information and materials to Lilly.

By my signature below:

i. I acknowledge that I have read and agree to abide by the terms and conditions of the OIDD Agreement and Lilly’s website “Terms of Use” (see openinnovation.lilly.com/dd/terms.html), which govern the Program.

ii. I agree to comply with the terms and conditions of the Program that allow me to: (a) submit information about molecular structures to undergo cheminformatics screening, (b) design molecular structures through the use of Lilly’s computational tools, (c) submit to Lilly sample compounds (“Materials”) for testing in biological cell-based phenotypic or target-based assays, (d) have Materials to be examined by the Infectious Disease Research Institute (IDRI) as part of Lilly’s tuberculosis informatics screening ("TB Informatics Screening"), and (e) to include Materials as part of the Neglected Diseases Research Module.

iii. I acknowledge that I have an obligation to promptly disclose to the University’s Office of Technology Management ("OTM") all potentially patentable inventions and discoveries that are related to or derived from the Materials (including the data and results from Lilly’s use of Materials), by filling out and submitting the invention disclosure form located at [http://otm.illinois.edu/uiuc_invDisclosure].

iv. I acknowledge that the University owns all Materials, and inventions and discoveries conceived by me as a result of my duties as a University employee or through my use of University resources such as facilities, equipment or funds.

v. I represent that I am the originator of the Materials and Materials do not come from third parties outside of University.

vi. I represent that Materials submitted are NOT natural products derived from species protected by:
   • CITES (the Convention on International Trade in Endangered Species of Wild Fauna)
   • the government of the country where the natural product was collected or
   • the government of the country in which your institution is based.

vii. I represent that the Materials sent for screening are NOT subject to any agreement with a party other than Lilly or the United States federal government and that, to the best of my knowledge, the Materials are available for exclusive licensing to Lilly, should Lilly be interested.

University Agreement No. A11341
viii. In the event that Lilly requests Materials for cell-based phenotypic or target-based assays, I understand that I have an obligation to provide Materials “in quantities necessary to perform the Research [as defined in the OIDD Agreement] along with any relevant information required to perform the testing.”

ix. In the event Materials are used for the TB Informatics Screening and I am contacted by Lilly to participate in the “TB Initiative,” I will notify the OTM for determination whether University of Illinois will participate in such program.

x. I agree to comply with the applicable software license for the computational tools provided by Lilly.

xi. I understand that Lilly has the right to ask for the chemical structure of the Materials. If I choose to provide the chemical structure, I represent that the submitted structure will accurately represent the Materials. I further understand that Lilly has an option to negotiate an exclusive agreement including but not restricted to a compound purchase agreement, license agreement, or a research collaboration agreement for research and/or development of Materials for which Lilly has requested the chemical structure. I understand that during Lilly’s option period and thereafter (if Lilly exercises its option), the University will not be able to enter into agreements with third parties that conflict with Lilly’s rights to the Materials, including sponsored research agreements with other commercial entities.

xii. I understand I am free to publish the data and results obtained from Lilly generated from the research of Materials, except in the situation where I have provided the chemical structure as per item xi above, in which case I will treat as confidential such chemical structure information and data generated from Lilly Research, and will delay publication for a period of time after receiving Lilly’s report as further specified in the OIDD Agreement.

xiii. I agree to inform OTM at the address set forth below if Lilly requests the disclosure of the chemical structures, and will provide to OTM the names and chemical structures of such Materials sent.

Signature of Principal Investigator: ___________________________________________

Printed Name: ___________________________________________

Title: ___________________________________________

Department/Unit: ___________________________________________

Campus Affiliation: University of Illinois at Urbana-Champaign

Date: ____________________________
OTM Address and Contact Information:

Office of Technology Management
Attention: Director
University of Illinois
319 Ceramics Building, MC-243
105 South Goodwin Avenue
Urbana, IL  61801

Phone: 217-333-7862
Fax: 217-265-5530
Email address: OTM@Illinois.edu