

General Principles of Co-operation

with regard to delivery and examination of chemical compounds under Project PNRF-103-AI-1/07 called: **Creating an academia-based platform to discover substances acting on serotonerg or glutamatergic systems as potentially new antidepressant or anxiolytic drugs** supported by a grant from Norway through Norwegian Financial Mechanism within the frame of the Polish Norwegian Research Fund

by and between:

Institute of Pharmacology of the Polish Academy of Sciences, 12 Smętna Street, 31-343 Kraków, represented by the Project Manager – Prof. Andrzej Pilc, Ph.D. hereinafter referred to as the “Institute”

and

.....,
name of the unit

.....,
address

represented by:

..... -
Hereinafter referred to as the “Programme Participant”

The Institute, a Programme Participant, and Partners may be hereinafter also referred to as a “Party” or the “Parties”;

Whereas the Institute of Pharmacology of the Polish Academy of Sciences with its registered office in Kraków, hereinafter referred to as the Institute is a co-ordinator of a scientific consortium involved in carrying research the purpose of which is, among others, analysis of the scopes and forms of activities of active substances, as well as their applications, while research carried under the Project in co-operation reputable scientific organisations, i.e. with National Medicines Institute in Warsaw (30/34 Chelmska Street, 00-725 Warsaw, Poland) and the Faculty of Health Science, University of Tromsø, (N-9037 Tromsø, Norway) hereinafter referred to as “Partners”;

Whereas, the Programme Participant has chemical compounds that may be included in research under activities pursued by the Institute as described above (hereinafter referred to as the “Compounds”) and the Program Participant is interested in undertaking and carrying such research relating to the Compounds;

Whereas the Compounds owned by the Programme Participant may have a different status (known substances, included in *know-how*, patented, etc.) and that it is impossible to predict the outcome of such co-operation as at the date of co-operation commencement between the Parties until research has been completed;

The Parties hereto have mutually agreed as follows:

- 1) Transfer of the Compounds by the Programme Participant shall be carried at the date, place, and in the form agreed by the Parties. Such transfer shall be accompanied by a report specifying as accurately as possible the Compounds that are transferred;
- 2) The transferred Compounds shall be the property of the Programme Participant who shall make the available to the Institute for research purposes.

- 3) The Institute may carry research on its own or in co-operation with the Partners;
- 4) The Compounds shall be used by the Institute or the Partners for research purposes only;
- 5) The Institute or the Partners shall carry research into the Compounds free of charge.
- 6) Following completion of research, the Institute shall provide the Programme Participant with results together with any possible description thereof.
- 7) The Parties represent that they shall undertake this co-operation in their best faith, not anticipating or suggesting any results whatsoever, directions of research or their scope, unless the transfer report or additional agreements provided otherwise. Given such circumstances, any possible results of research shall be treated as new for the Parties, unless they are the outcome of technology; as applicable to such results – provided they turn out to be interesting – the Parties shall jointly take a decision on their possible use (publication or patenting), keeping in secret or undertaking other actions relative to such results;
- 8) In the event of publishing results obtained for the transferred Compounds by any Party, such Party shall include a relevant note about involvement of the other Party (or, possibly, Partners) in the process of reaching the final results with a reference to the source of research financing;
- 9) With regard to the Compounds and possibly additional information delivered together with the Compounds, as well as with regard to results of research work, the Parties shall be obliged to keep strictly confidential all information received from the other Party that is secret. The confidentiality obligation shall survive for the period of at least 2 years as of the date of obtaining such information and/or confidential information by either Party from the other Party;
- 10) Either Party hereto shall be authorised to use the results obtained under co-operation for the purposes of its scientific activities and for research purposes, subject to other provisions hereof;
- 11) Evaluation of research results in the broadest aspect and the manner of handling them, shall take into account the nature of the Compounds that are subject to transfer. In particular, if the Compounds transferred by the Programme Participant are unique in their nature or incorporate any type of rights to intangible assets, the Institute and the Partners shall ensure respect of such rights of the Programme Participant;
- 12) Any other arrangements between the Parties may be included in the transfer report of the Compounds or an additional agreement between the Parties, provided that it shall be concluded. Such arrangements may expand, revoke, or modify the provisions of this general agreement.

For the Institute
(date, signature)

For the Programme Participant
(date, signature)

* Quoting the source by including the following note: „Research completed in was partially financed by Norway under the Norwegian Financial Mechanism, grant PNRF-103-AI-1/07” or any similar one with a reference to the source of funding and the grant number.