

Overview: ICCB-Longwood Screening Facility User Agreement for Functional Genomics Screening Projects

There are two different ICCB-L User Agreements, one for small molecule screeners and one for functional genomics screeners. The Small Molecule User Agreement applies only to small molecule screens and data; the Functional Genomics User Agreement applies only to siRNA, miRNA and arrayed CRISPR screens and data. Screeners conducting both small molecule and functional genomics screening projects at ICCB-L must sign both small molecule and functional genomics user agreements. All users from the same research laboratory must choose the same data sharing level, with the decision to be made by the principal investigator of that group.

The right of users to perform screens at ICCB-L is solely at the discretion of the ICCB-L Directors and ICCB-L Scientific Advisory Committee. By signing the agreement, all users agree to deposit annotated screening data into Screensaver, to hold in confidence all unpublished data that they access about other screens via Screensaver, and to allow ICCB-L to use their data for quality control improvements and statistical analysis.

This agreement requires each functional genomics screener to choose a level of pre-publication data sharing: Level 1 or Level 3. The main points regarding each level are summarized below. We recognize that the majority of functional genomics screeners will select Level 3 sharing. We believe these ICCB-L policies are fair and meet the requirements of NIH data sharing guidelines. Further, we have been advised that sharing data within the context of Screensaver does not constitute public disclosure for patent purposes. However, individuals may wish to consult with their own patent counsel as appropriate.

Regardless of the level of participation chosen by a screener, all annotated functional genomics screening data must be deposited into Screensaver in a timely manner, as it is obtained. Upon publication, data from screens conducted at ICCB-L will be made available to all functional genomics Screensaver users, unless the principal investigator has made a formal request to delay data sharing. The data sharing agreement (and access to Screensaver) will expire two years from the date of execution. However, screeners who wish to retain access to Screensaver may renew their data sharing agreement. We will also work with screeners to format post-publication data for entry into the PubChem BioAssay database (<https://pubchem.ncbi.nlm.nih.gov/#>), which is publicly available, if desired.

Pre-publication sharing options for Functional Genomics screen data:

Level 3: Screening data are not shared with other Screensaver users, unless they are designated as collaborators by the lead screener or principal investigator of the screen. Screeners automatically become Level 3 users when their projects are accepted for screening at ICCB-L. Level 3 Users have access only to basic information about ICCB-L compound and functional genomics libraries, information about their own screening project(s), and data from published screens.

Level 1: All data are shared among Level 1 users.

Signed forms should be sent to Jen Smith (Jennifer_Smith@hms.harvard.edu) as a scanned file or pdf. If this is not possible, please send the signed agreements by post to:
Dr. Jennifer Smith
SGM Room 604, Harvard Medical School
250 Longwood Avenue
Boston, MA 02115 USA
617-432-5735

ICCB-Longwood Screening Facility User Agreement Functional Genomics Screening Projects

This User Agreement will govern the use by _____ *[insert name of investigator]* (“You” or “User”) of the ICCB-Longwood Screening Facility and Your access to screening data generated at the facility by other users. More information about ICCB-Longwood (ICCB-L) can be found at <https://iccb.med.harvard.edu/>.

ICCB-L is a screening facility that serves a community of scientists. The data that each user generates in their screening project(s) at ICCB-L may be useful to other users, and ICCB-L and the NIH support the broad sharing of such data to benefit the overall scientific community and to accelerate scientific discovery. This User Agreement creates a mechanism for You to have access to information deposited by other ICCB-L users into the internal, non-public ICCB-L database (called “Screensaver” and further described on the ICCB-Longwood website), and for other users to have access to the information that You deposit, at the applicable data access/sharing level described below. Along with executing this User Agreement, You must choose one of the data access/sharing levels indicated below by initialing in the corresponding place.

0. General

0.1. You acknowledge that the information You deposit into Screensaver may be used by ICCB-L for quality control improvements and statistical analysis (e.g., how often a specific SMARTpool, siRNA duplex, miRNA or sgRNA has been identified as a positive, and whether it displays undesirable properties). You agree that such statistical analysis may be made public at any time by ICCB-L, provided that the details of Your screening approach and the specific list of Your hits are not released other than as permitted under the data access/sharing level You choose below. ICCB-L will do its best to inform You when information abstracted from Your screen(s) is made public.

0.2. You agree to hold in confidence all data to which You gain access under this User Agreement until, and then only to the extent that, such data are publicly available or You have obtained express written consent to publish or otherwise publicly disclose such data from the user who deposited such data. The purpose of this requirement is to avoid having the deposition of data into Screensaver constitute a public disclosure so that those who deposit data, including You, can preserve their ability to patent the results of their work if they so choose. You understand that You may discuss such data with members of Your laboratory, but only if You first require them to sign a confidentiality agreement that prohibits them from sharing such data with others until they are publicly available. If You do obtain express written consent to publish or publicly disclose another user’s unpublished data, You will acknowledge such user appropriately.

0.3. You will notify the ICCB-L Directors if work You performed at ICCB-L results in a publication. You agree to acknowledge the support of ‘the ICCB-Longwood Screening Facility at Harvard Medical School’ in publications arising from your use of the facility. If an ICCB-L member has made an important intellectual contribution to the project, as determined by generally accepted criteria for academic collaborations, then that person should be considered for authorship on the publication. If your project was supported by a grant that also directly supports the ICCB-L, please consult the ICCB-L Directors regarding the appropriate grant citation.

0.4. Your right to perform screens at ICCB-L is solely at the discretion of the ICCB-L Directors and the ICCB-L Scientific Advisory Committee. The Directors will have the right to limit Your access to ICCB-L facilities and technical support to that which is required to perform scope of work contained in Your proposal(s) and approved by the Directors and Scientific Advisory Committee. In the event of a disagreement as to the scope and/or duration of such work, You may discuss the matter with the Directors and Scientific Advisory Committee, who then will make a binding decision as to the extent of Your permitted use of ICCB-L facilities.

0.5 You acknowledge that You are aware the ICCB-Longwood screening fees and associated F&A are revised annually based upon the Harvard Fiscal Year (July 1 – June 30). The fee structure is updated on the ICCB-Longwood website as soon as it is available. By signing below, You acknowledge all charges are based on the screening fee at the time of service, not a previously provided estimate or price structure from a previous fiscal year.

0.6. If You are not employed by Harvard, You represent that the institution with which you are affiliated is responsible for providing any environmental, health and laboratory safety training required by law or regulation with respect to the work that you intend to conduct at ICCB-L. This training may include, but is not limited to, laboratory safety, biosafety, chemical safety, hazard communication, spill prevention, occupational exposure to bloodborne pathogens, hazardous waste management and personal protective equipment training. By signing below, You and an authorized representative of Your institution acknowledge that You have completed all training applicable to the work that you intend to conduct at ICCB-L.

1. Data Access/Sharing

By signing this User Agreement and using the ICCB-L Screening Facility, You are agreeing to deposit *all* information and annotated data with respect to Your screening project(s) conducted at ICCB-L (e.g., screen title(s), screening protocol(s), criteria for defining screening positives, raw data obtained from your screen(s), lists of screening positives, primary screen report, lists of cherry picks, and cherry pick confirmation data) into Screensaver in a timely manner, as such information becomes available, regardless of the data access/sharing level that You choose. For the purposes of this document, the term "annotated data" refers to screening data that have been analyzed by the screener and resubmitted to ICCB-L along with the screen experimental protocol documented in a primary screen report, lists of screening positives, and a description of how positives were defined in the screen.

We encourage (but do not require) You to deposit Your published screening data into public databases, including PubChem BioAssay (<https://pubchem.ncbi.nlm.nih.gov/#>) and/or GenomeRNAi (<http://www.genomernai.org/GenomeRNAi/>). We can work with You to facilitate the deposition process.

All users from the same screen (and laboratory) must choose the same data sharing level, with the decision to be made by the principal investigator of that screening group.

1.1 Level 1 Functional Genomics User ____ *[initial here if You choose to be a Level 1 Functional Genomics User once You have deposited Your annotated functional genomics screening data into Screensaver]*

(a) **Level 1 User Option.** If You choose this option, Your Level 1 Functional Genomics User status will be activated when you begin to deposit annotated functional genomics screening data into Screensaver (or immediately if You deposited annotated screening data into Screensaver under a user agreement that expired within the 6 months prior to the date You renew your access to the ICCB-L Screening Facility by signing this User Agreement). Prior to then, You automatically will be a Level 3 Functional Genomics User, as specified in Section 1.3 below.

(b) **Level 1 Functional Genomics User Data Access Rights.** A Level 1 Functional Genomics User may access all functional genomics data (including raw data and lists of positives) associated with screens conducted at ICCB-L by other Level 1 Functional Genomics Users.

(c) **Level 1 Functional Genomics User Data Sharing Obligations.** All screening data that have been published by Level 1 Functional Genomics Users will be made available to all ICCB-L functional genomics users. In addition, all data (including raw data and lists of positives) associated with unpublished screens that a Level 1 Functional Genomics User conducted at ICCB-L will be made available to all other Level 1 Functional Genomics Users.

(d) **Changing Your Level 1 Functional Genomics User Status.** After electing to be a Level 1 Functional Genomics User, if You wish to change your status, you must provide a written request and justification to the ICCB-L Directors and Scientific Advisory Committee, which will have sole, binding discretion in approving or denying Your request. If the Directors and Scientific Advisory Committee decides to approve Your request, all functional genomics data (including raw data and lists of positives) associated with screens that You conducted at ICCB-L while You were a Level 1 Functional Genomics User will remain available to all other Level 1 Functional Genomics Users.

1.3 Level 3 Functional Genomics User ____ *[initial here if You choose to remain a Level 3 Functional Genomics User after You have deposited Your annotated functional genomics screening data into Screensaver]*

(a) **Level 3 Functional Genomics User Option.** You will automatically become a Level 3 Functional Genomics User when you initiate a screen at ICCB-L. If You initial above, You will remain a Level 3 Functional Genomics User after You have deposited annotated functional genomics screening data into Screensaver. This data access/sharing level is appropriate to choose if You do not wish to share Your non-published screen-specific information with other ICCB-L functional genomics users.

(b) **Level 3 Functional Genomics User Data Access Rights.** A Level 3 Functional Genomics User may access only the following types of information in Screensaver: (i) names, structure information, molecular masses and formulas, and PubChem and ChemBank IDs for small molecule reagents; (ii) gene names, EntrezGene IDs and symbols, GenBank accession numbers, and species name for RNA silencing and arrayed CRISPR reagents; (iii) vendor information; and (iv) data associated with published small molecule and Functional Genomics screens.

(c) **Level 3 Functional Genomics User Data Sharing Obligations.** All screening data that have been published by Level 3 Functional Genomics Users will be made available to all ICCB-L users. However, a Level 3 Functional Genomics User may seek a delay of such obligation by providing a written request and justification for such delay to the ICCB-L Directors and Scientific Advisory Committee, which will have sole, binding discretion in approving or denying such request.

(d) Changing Your Level 3 Functional Genomics User Status to Level 1 Functional Genomics User Status. After electing to be a Level 3 Functional Genomics User, you may choose to change Your status to that of a Level 1 Functional Genomics User upon written notification to the ICCB-L Directors. If you do so, the data (including raw data and lists of positives) associated with screens that You conducted at ICCB-L while You were a Level 3 Functional Genomics User will become available to all Level 1 Functional Genomics Users as specified above.

2. Additional points

2.0 Dharmacon considers the sequences of the individual siRNA duplexes provided with their libraries to be proprietary and confidential. Here, we inform all ICCB-L users who have been or will be provided with Dharmacon siRNA sequence information that the sequences are not to be disclosed unless the written approval from Dharmacon is obtained. Notwithstanding the foregoing, ICCB-L and its investigators may disclose individual sequences in a publication if the journal requires such disclosure as a condition for publication. If no such disclosure is required, fewer than twenty (20) sequences may be disclosed to a publication without prior approval from Dharmacon. Investigators will seek Dharmacon's prior written approval to disclose in a publication twenty (20) or more sequences.

2.1. ICCB-L PROCEDURES, METHODS, DATABASES AND TOOLS ARE LIMITED IN PURPOSE AND ARE EXPERIMENTAL. HARVARD EXPRESSLY DISCLAIMS ANY AND ALL IMPLIED OR EXPRESS WARRANTIES AND MAKES NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OF SUCH PROCEDURES, METHODS, DATABASES AND TOOLS OR ANY ASSISTANCE, EQUIPMENT OR INFORMATION SUPPLIED BY HARVARD, ICCB-L OR THEIR EMPLOYEES.

2.2. You shall be responsible for Your own acts in Your use of ICCB-L, including Your performance of screens at ICCB-L, and Your use of Your screening results and data generated at ICCB-L by other users to which you gain access under this User Agreement. IN NO EVENT SHALL HARVARD, ICCB-L OR THEIR EMPLOYEES BE LIABLE FOR ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS OR EXPECTED SAVINGS OR OTHER ECONOMIC LOSSES, OR FOR INJURY TO PERSONS OR PROPERTY) ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER, REGARDLESS OF WHETHER HARVARD OR ICCB-L KNOWS OR SHOULD KNOW OF THE POSSIBILITY OF SUCH DAMAGES. THE AGGREGATE LIABILITY OF HARVARD, ICCB-L AND THEIR EMPLOYEES FOR ALL DAMAGES OF ANY KIND RELATING TO THIS AGREEMENT OR ITS SUBJECT MATTER SHALL NOT EXCEED THE AMOUNT PAID BY YOU OR THE INSTITUTION(S) WITH WHICH YOU ARE AFFILIATED TO HARVARD UNDER THIS AGREEMENT. THE FOREGOING EXCLUSIONS AND LIMITATIONS SHALL APPLY TO ALL CLAIMS AND ACTIONS OF ANY KIND, WHETHER BASED ON CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE), OR ANY OTHER GROUNDS.

2.3. The term of this User Agreement will begin on the date that You execute below and will expire on the second anniversary of such date, except that the confidentiality obligations set forth in Section 0.2 will survive such expiration. If You wish to continue to use ICCB-L and have access to screening data generated at the facility by other users, You will need to execute a new User Agreement.

2.4. This User Agreement may not be assigned or transferred to anyone else. This User Agreement will be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, without regard to any choice of law principle that would dictate the application of the law of another

jurisdiction. You consent to the sole jurisdiction of the state and federal courts sitting in the Commonwealth of Massachusetts, without restricting any right of appeal.

AGREED:

Signature of ICCB-L Screening Facility User	Printed name	Date
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ACKNOWLEDGED AND AGREED:

Signature of ICCB-L Screening Facility User's Principal Investigator (if applicable)	Printed name	Date
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Institution:

Address:

Please e-mail signed (scanned) forms to: Jennifer Smith at Jennifer_Smith@hms.harvard.edu.