

CONFIDENTIAL

Statement of Interest

for European Lead Factory Proposals

to be executed in the framework of the ESCulab* Grant.

This document has been provided to you for the purpose of assessing the opportunity to submit a Programme Proposal to the European Lead Factory for a screening programme within the framework of the ESCulab Grant.

Please make sure to involve your Technology Transfer Office, Legal and/or IP Department in time. Any questions related to this document can be directed to the Programme Office of the European Lead Factory.

After acceptance of your proposal, your organization will be requested to sign a Contributing Third Party Agreement as well in order to have your approved Programme executed.

European Lead Factory Programme Office

Programme@europeanleadfactory.eu

* This project has received funding from the Innovative Medicines Initiative 2 Joint Undertaking (JU) under grant agreement No 806948: 'ESCulab: European Screening Centre; Unique Library for Attractive Biology'. The JU receives support from the European Union's Horizon 2020 research and innovation programme and EFPIA and Medicines for Malaria Venture.

Template Statement of Interest

This is a template statement of interest to be signed by Third Parties who wants to submit a Programme proposal for screening in ESCulab. It may be modified only if necessary and upon agreement with the Compound Owners and other ESCulab Beneficiaries whose rights are affected, provided it does not conflict with the content of the ESCulab Consortium Agreement.

Statement of Interest
For Programme Screening under IMI2-ESCulab Project

[Guidance note to Proposers: This Statement of Interest for a Programme Proposal must be entered into by a party who has the rights to submit such proposal. Therefore it is essential to assess prior to entering into this Statement of Interest that you owns or have the ability to grant access to all rights in the proposal as is required by this Statement of Interest.]

THIS STATEMENT OF INTEREST (the “**Statement**”) is provided by [**Contributing Third Party**], duly organized and existing under the laws of **XX**, whose administrative offices are at **XX** (“**Proposer**”);

RECITALS

WHEREAS, after accepting the “ESCulab Website for Third Party Proposals Terms of Use”, the Proposer intends to propose its Programme to be screened in the IMI2-ESCulab project.

WHEREAS, the Proposer wishes to make the declarations in this Statement to the benefit of the Beneficiaries.

1. DEFINITIONS

Unless specifically set forth to the contrary under this Statement, the following terms, whether used in singular or plural form, shall have the respective meanings set forth below.

- 1.1 “**Beneficiary**” means any participant to the Project which has signed up to the Grant Agreement and the Consortium Agreement.
- 1.2 “**Consortium Agreement**” means the consortium agreement entered into by the Beneficiaries, effective as of the same day as the effective date of the Grant Agreement.
- 1.3 “**Contributing Third Party Agreement**” means the agreement to be entered into between the Proposer and the Project’s coordinator before any Project activities on the Programme can start, a template of which is attached hereto in Schedule 1.
- 1.4 “**Description of the Action**” means Annex 1 of the Grant Agreement, including the detailed workplan for the Project.

- 1.5 “**Grant Agreement**” means the IMI2-JU grant agreement No 806948, (including its annexes and any amendments thereto), entered into between the Beneficiaries and the IMI2 JU for the undertaking by the Beneficiaries of the Project.
- 1.6 “**IMI2 JU**” means the IMI2 Joint Undertaking, a European Union body established by Council Regulation No. 557/2014 of 6 May 2014.
- 1.7 “**Programme**” means the drug discovery programme which is the subject of the Proposal.
- 1.8 “**Proposal**” means the proposal of the Proposer to the Project for screening of its Programme, attached hereto as Schedule 2.
- 1.9 “**Project**” means the IMI2 JU ESCulab project organized under the Grant Agreement and the Consortium Agreement.
- 1.10 “**Review Committee**” means the Project committee responsible, among others, for the review of the Programme against the Project goals.
- 1.11 “**Strategic Portfolio Management Team**” means the Project committee responsible, among others, for the selection of the Programme.

2. STATEMENTS

- 2.1 The Proposer agrees that (i) the Review Committee shall judge the Proposal against the guidelines set out in the Description of the Action and determine, in its sole discretion, whether the Proposal best addresses the Project goals; (ii) that the Strategic Portfolio Management Team has absolute and sole discretion to determine whether to select the Proposal based on the input from the Review Committee; and (iii) a submitted Proposal which addresses the Project goals is not automatically approved. The Proposer agrees that the Project coordinator (Lygature) has the right, in its sole discretion, not to submit the Proposal to the Review Committee and the Strategic Portfolio Management Team if it is of the opinion that the Proposal clearly does not satisfy technical feasibility and eligibility criteria expected by the Project.
- 2.2 The Proposer will provide reasonable assistance and additional information concerning the Proposal to the Beneficiaries, if so requested.
- 2.3 The Proposer represents and warrants that it owns or otherwise controls all rights in the Proposal (including but not limited to all of its contents) to submit the Proposal to the Project and to grant rights to the Project, the Beneficiaries, and any other party involved in the selection process to review, evaluate, and possibly select the Proposal. The Proposer hereby grants the Beneficiaries and any other party involved in the selection process a royalty-free and non-exclusive license in respect of all intellectual property rights in the Proposal for the purposes of reviewing, evaluating, and selecting the Proposal and its contents.
- 2.4 The Proposer understands that the Proposal will be held confidential by the Beneficiaries and third parties involved in its review, evaluation, and selection, insofar the Proposal is marked “confidential”.

- 2.5 The Proposer agrees that it shall be notified within a reasonable period of time after the submission of the Proposal whether it has been selected for inclusion in the Project.
- 2.6 The Proposer agrees that if the Programme is accepted by the Strategic Portfolio Management Team it will need to agree and enter into a Contributing Third Party Agreement with the coordinator of the Project, a template of which is attached hereto in Schedule 1, before the Proposal can be carried out.

3. GOVERNING LAW & DISPUTE RESOLUTION

- 3.1 This Statement shall be governed by and interpreted in accordance with the law of Belgium, excluding its conflict of law provisions.
- 3.2 Any legal proceedings arising out of this Statement will occur by the competent courts of Brussels, Belgium.

4. MISCELLANEOUS

- 4.1 Neither the Project nor any Beneficiary is responsible for human error, theft, destruction, damage or other factors beyond its reasonable control to submitted or selected Proposals.
- 4.2 Each Beneficiary is a third-party beneficiary of this Statement and has the right to enforce the terms and conditions hereof directly against the Proposer.

The individuals signing below have obtained authorization to represent their respective party to this Statement.

[PROPOSER]

By: _____
Name: _____
Title: _____
Date: _____

**ACKNOWLEDGED AND AGREED BY:
THE COORDINATOR OF THE PROJECT**

By: _____

Name: _____

Title: _____

Date: _____

Schedule 1

Template Contributing Third Party Agreement

Schedule 2
Proposal