Lilly | OPEN INNOVATION DRUG DISCOVERY

MATERIAL TRANSFER AGREEMENT

This Open Innovation Drug Discovery Program Material Transfer Agreement (the "**Program Agreement**") is effective on the date of signature by Institution or, if not dated, the date this executed Program Agreement is received by Lilly. By execution of this Program Agreement, the parties agree to the following terms and conditions.

PARTIES

The parties to this Program Agreement are: Eli Lilly and Company having its principal offices at Lilly Corporate Center, Indianapolis, IN 46285 ("**Lilly**") and the institution who executes this Agreement ("**Institution**").

BACKGROUND

A. Lilly has established a website presently located at openinnovation.lilly.com (the "**Site**") for external researchers working at affiliated Institutions ("**Authorized Users**") to submit information about molecular structures which undergo cheminformatics screening using computer-based methods supplied by Lilly ("**Informatics Screening**"), with a goal of quickly identifying opportunities for further biological screening and possible collaboration and licensing. Such Informatics Screening is firewalled from Lilly, as further described in Section 2 below. The target compounds sought for Informatics Screening include small chemical molecules, natural products and natural product derivatives and may also include more complex molecules and biomolecules as the computer-based screening methods are developed.

B. In addition, Authorized Users may choose to utilize computational tools to be provided by Lilly ("**Modeling**") in order to design molecular structures displaying a particular set of molecular properties or suited to a particular biological target prior to submission of the molecular structures to the Informatics Screening. The collection of active computational tools are selected by Lilly and individual computational tools may be added to or deleted from the collection by Lilly for scientific or business-related reasons.

C. Following completion of the Informatics Screening of any particular compound, Lilly may request that a sample of the compound ("**Material**") be submitted to Lilly for testing in a series of biological cell-based phenotypic or target-based assays for non-commercial purposes ("**Research**"). Any such Material requested and provided shall be subject to the terms and conditions outlined herein.

D. Each biological cell-based phenotypic or target-based assay along with their corresponding follow-up assays comprise a **Research Module**. The collection of active Research Modules comprises the Open Innovation Drug Discovery Biological Panel ("**Panel**"). Research Modules are selected by Lilly and may be added to or deleted from the Panel for scientific reasons or business reasons. Any such updates will be communicated to Institution and Authorized Users through the Site. All data ("**Research Results**") generated from the Research in the Research Modules or Panel

for a particular Material will be provided to the Authorized User in a written report ("**Report**") at the conclusion of the Research.

E. Subsequent to the Modeling, Informatics Screening, and Research, Lilly may request structural information on the Material in a written communication (the "**Implementation Letter**"). Thereafter, further research on the Material and/or derivatives thereof may be performed by Lilly and/or Institution as mutually agreed.

F. The Modeling; the Informatics Screening; the request; submission; and use of the Materials in the Research Modules; and Panels; and the Research hereunder are collectively referred to as the "**Open Innovation Drug Discovery Program.**"

G. Institution and Authorized Users are interested in participating in the Open Innovation Drug Discovery Program.

H. Lilly will manage and coordinate the Modeling and Informatics Screening activities, Material requests, Research, Research Modules, Panel and communications through the Site.

I. In addition to participating in the Open Innovation Drug Discovery Program, Authorized Users may have the opportunity to have the Material evaluated by the Infectious Disease Research Institute (IDRI), a not-for-profit organization. Additional information about IDRI can be found at http://www.idri.org/. While IDRI is independent from Lilly and the Open Innovation Drug Discovery Program, it is a member of the Lilly TB Drug Discovery Initiative (the "**TB Initiative**"). The Lilly TB Initiative is a not-for-profit public-private partnership headquartered in Seattle, with a mission to accelerate early-stage drug discovery and fill the pipeline with future tuberculosis (TB) drugs.

J. The structural information of the Material may be included in a tuberculosis cheminformatics screening (the "**TB Informatics Screening**"). The TB Informatics Screening, similar to the Informatics Screening, is a computer-based method supplied by and supported by Lilly in conjunction with IDRI to quickly identify compounds for further biological screening specifically targeting TB. Following selection by the TB Informatics Screening, the Material may be included in the IDRI standard TB assays (the "**TB Research**"). The TB assays are performed by IDRI.

K. After the TB Research is completed at IDRI, the Institution and/or the Authorized User may be contacted by a representative for the Open Innovation Drug Discovery Program on behalf of the TB Initiative and be given the opportunity to participate in the TB Initiative on a compound-by-compound basis, which participation shall be at Institution's sole discretion. If Institution elects to participate, it will be requested by the TB Initiative to share structural information and other physical data, as available, for the Material and for permission for further research and evaluation of Material. In addition, if Institution elects to participate in the TB Initiative, Section 9, below, shall not apply, and in the avoidance of doubt all subsequent communication for such compound shall be between Institution and the TB Initiative pursuant to Section 10 and independent from this Agreement and the Open Innovation Drug Discovery Program.

L. Likewise, Lilly may add other Neglected Diseases Research Modules to the Panel as they become available and will notify Authorized Users of the availability of such Neglected Diseases Research Modules through the Site. Research data will be provided to Authorized User plus the opportunity to choose a not-for-profit route of development for their Material.

1. OPERATION OF THE OPEN INNOVATION DRUG DISCOVERY PROGRAM

If Institution is interested in participating in the Open Innovation Drug Discovery Program, it must complete, execute, and forward to Lilly the Institution signature page to this Agreement.

Following Lilly's acceptance and execution of this Agreement, Institution will receive an affiliation code and login information for the Site. Institution shall have the right to determine which of its employed or contracted researchers Institution will authorize to participate in the Open Innovation Drug Discovery Program, each an Authorized User. Institution will be responsible for and supply to each Authorized User, affiliation codes and any special instructions required by Institution (i.e., relevant policies of the Institution). Each Authorized User as part of his or her registration for the Site will acknowledge that this Agreement governs the Open Innovation Drug Discovery Program and will be required to agree to Lilly's Terms of Use for the Site, which may be updated from time to time. Institution, on behalf of itself and for its Authorized User(s) agrees to use the Site in good faith and in compliance with the Terms of Use for the Site as published on the Site, which may be updated from time to time.

Institution may choose to have Lilly provide the affiliation code directly to its Authorized Users, provided that Lilly notifies Institution representative at the same time.

Institution at its discretion will approve use of the Site by its Authorized Users and may request that Lilly revoke the rights of any of its Authorized Users.

Lilly may revoke the rights to use the Site by any Institution or Authorized User if Lilly determines that any such use is abusive or improper.

The Terms of Use for this Site shall be construed consistent with this Agreement and any provision in this Agreement that is not consistent with the Terms of Use shall supersede the conflicting provision in the Terms of Use.

Following the completion of Modeling, Informatics Screening, Research and receipt of the Report of any Material by the submitting Authorized User and/or Institution, Lilly may request in an Implementation Letter to this MTA that the Institution reveal the structural information pertaining to any of the Material provided pursuant to this Agreement. Should the Institution decide to accept Lilly's request for such structural information, the information must be transferred by the Authorized User or Institution to Lilly within fifteen (15) days from receipt of Lilly's written request. The period may be extended by mutual written agreement of the parties.

2. DESCRIPTION OF THE INFORMATICS SCREENING

As part of the implementation of the Open Innovation Drug Discovery Program, Lilly has established a firewall that limits access to the submitted chemical structure of the Material, as described in the following security provisions:

A. Authorized Users have ultimate control over which structures they would like to submit for evaluation. A unique algorithm within an automated and secured computer program converts the structure to a fingerprint file that is then used to generate a score based on Lilly's criteria for acceptance into the biological assays (collectively the file and score are the "**Informatics Results**"). This computer-based pre-selection of compound structures constitutes the Informatics Screening.

B. After uploading the compound structures to the Site, Informatics Screening is performed only upon request of the Authorized User. The Informatics Results are used to:
   i) allow selection of Materials for further biological evaluation and/or;
   ii) identify opportunities for collaboration and licensing, in the absence of any structural information.

C. The compound structure is not transferred to Lilly internal servers, only the fingerprint file is used for this electronic scoring, and the Informatics Results cannot be used to generate the compound structure. More information about the complete process of analyzing structures is found on the Site.

D. The Site uses data encryption and a dedicated server located in a secure area to ensure that all data submitted by an Authorized User remains secure throughout the process of evaluation. This secure area is physically and electronically segregated from the Lilly computer network.

E. Only in the context of conversations with Lilly about the possibility of a future license agreement or research collaboration agreement would the Institution be invited by an Implementation Letter to provide structural information about a particular Material used in the Research, and then only under the terms of confidentiality and use contained therein.

3. DESCRIPTION OF THE MODELING

Lilly will make available on the Site a variety of computational tools which an Authorized User may choose to utilize to generate results ("**Modeling Results**") to assist in designing molecules with desirable properties or suited to a particular biological target. Modeling Results shall not include structural or substructural information sufficient to generate the submitted structure or the structure resulting from the use of the computational tools.

A. Modeling may involve use of Lilly-developed software, software licensed to Lilly by other parties (for example docking software, property estimation software, etc.), open source software, or other software of Lilly's choosing ("**Computational Tools**") (for which Institution and Authorized user are granted a license to use such software solely

for the purpose of this Open Innovation Drug Discovery Program). None of these Computational Tools or software will archive, save or transmit submitted structural data or results; all such information will be promptly deleted once the analyses are complete and the Modeling Results will be stored in the data system that is located and managed securely as described in Section 2.

B. The Authorized User may, at his or her discretion, submit the molecular structure resulting from the use of the Computational Tools to the Informatics Screening as described in Section 2 of this Agreement.

C. The Computational Tools or software and execution thereof may occur on one or more of:
   i) dedicated Lilly-owned/provided computers, secured by a firewall, running encryption tools and segregated from the Lilly network;
   ii) in cloud computing-type environments, in which case, Lilly will exercise the same level of care that it exercises for its own proprietary data in similar environments, including exercising the same level of diligence in choosing a cloud computing vendor and evaluation of the vendor's security measures;
   iii) Lilly-owned computers, inside the Lilly network, in which case, molecular fingerprints will be generated in the password-protected secure area, and only those molecular fingerprints will be passed via a secure connection to the Lilly computing resources; and which molecular fingerprint data will be deleted immediately after processing and will not be retained inside the Lilly network and no complete chemical structure will pass into the broad Lilly network; or
   iv) in an alternative computation system or environment as defined on the Site which may be updated from time to time.

D. For the avoidance of doubt Lilly agrees to use the same level of care in securing such Modeling Results and/or molecular fingerprint data that it uses for its own data in similar environments.

E. Modeling Results will be available to Authorized Users such that the Authorized User may optimize compound structures for a particular set of molecular properties or suited to a particular target prior to submission to the Informatics Screening.

F. Only Modeling Results, and not structural information, will be stored securely in the data systems as described in Section 2. Modeling Results are available to Lilly in order to:
   i) facilitate submission of optimal structures to Informatics Screening;
   ii) allow selection of Materials for further biological evaluation; and/or
   iii) identify opportunities for collaboration and licensing, in the absence of any structural information.

4. MATERIAL TRANSFER; SHIPPING AND INTERNATIONAL SHIPPING

In order to participate in the Open Innovation Drug Discovery Program, the Authorized User and/or Institution agrees to make reasonable efforts to provide the Material in quantities necessary to perform the Research along with any relevant information required to perform

the testing contemplated under this Agreement. Authorized User and/or Institution will package, label and ship Material in compliance with applicable laws, as reasonably requested by Lilly, and at Lilly's expense. More information concerning the required procedures for shipping Material shall be available on the Site and Authorized User and/or Institution shall comply with the shipping guidelines provided on the Site at the time Lilly requests the Material.

When shipping Material to Lilly for Research, Institution agrees to assume all risk for any Material that is lost or damaged while in transit. Should any Material be lost or damaged while in transit, Institution will be provided the opportunity to submit replacement Material for Research.

Further, if any Material is being transferred across international boundaries, Institution may need to communicate with applicable governmental agencies for any regulations which may apply to the export of pharmaceutical materials from its country. Institution is responsible for determining whether an export/import license or any other approval is required by law for shipping Material to Lilly for Informatics Screening or Research and fulfillment of such requirements. Should Institution require further assistance with shipping, it must notify Lilly by electronic mail at the following address: openinnovation@lilly.com and include subject line: "Shipping Question". Compliance with laws and regulations in connection with the shipment of Material and Research shall be the sole obligation of the Institution and the Institution assures Lilly that the Material shall be shipped for Research in compliance with the applicable laws and regulatory requirements.

5. LILLY'S USE OF MATERIALS

As consideration of Institution sending any Material to Lilly, Lilly agrees:

A. to use the Material solely for the Research;

B. to diligently generate data from the Research and to provide Institution the Report which will include summarized data, obtained from the Research;

C. that the Institution shall own the Research Results;

D. that Lilly will seek Institution's permission prior to conducting additional biological studies on the Material other than those listed on the Site;

E. not to use the Material in processes for making marketed products or for any commercial use;

F. not to sell or distribute the Material to any third party except as permitted by this Agreement however, for the avoidance of doubt, it is understood that Material may be supplied to IDRI for evaluation in accordance with this agreement;

G. not to use the Material on human subjects;

H. to limit access to the Material, and/or Research Results, Informatics Results and Modeling Results to Lilly employees, and to consultants or contractors working with Lilly who are bound to terms and conditions at least as restrictive as this Agreement;

I. that no Lilly employee, consultant or contractor working with the Material will attempt to determine the chemical structure of the Material, or otherwise alter its composition except as may be necessary to generate Research Results and only analyze Material solely for the purpose of verifying purity and solubility;

J. to maintain the same degree of security with respect to this Material, and data generated from Informatics Screening, Modeling and Research as is maintained by Lilly for its own confidential, proprietary, and valuable material;

K. to comply with all United States federal and state rules, regulations and guidelines applicable to the use or transfer of the Material, including without limitation, the International Traffic in Arms Regulations (ITAR) and the Export Administration Regulations, and to assume full responsibility for any claims or liabilities which may arise as a result of Lilly's use or possession of the Material other than as a result of Institution's gross negligence or willful misconduct; and

L. that the distribution of the Material to Lilly does not constitute a representation on the part of Institution that the possession or use of the Material will not infringe any patent or proprietary rights of any third party.

6. REPRESENTATIONS AND WARRANTIES

Lilly hereby represents that, to the best of its knowledge, the data and information in the Report provided to the Institution will be accurate and what it purports to be.

LILLY MAKES NO EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE OPEN INNOVATION DRUG DISCOVERY PROGRAM AND/OR THE SITE. LILLY MAKES NO EXPRESS OR IMPLIED WARRANTY AS TO THE ACCURACY OF THE REPORT ON THE MATERIALS PROVIDED TO THE INSTITUTION INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE DATA PROVIDED.

LILLY AGREES THAT THE MATERIAL IS BEING SUPPLIED WITH NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR THAT THE MATERIAL WILL NOT INFRINGE ANY PATENT, COPYRIGHT, TRADEMARK OR OTHER PROPRIETARY RIGHTS.

Except to the extent prohibited by law, Lilly assumes all liability for damages which may arise from its use, storage or disposal of the Material. Institution will not be liable to Lilly for any loss, claim, or demand made by Lilly, or made against Lilly by any other party, due to or arising from the Material, except to the extent permitted by law when caused by the gross negligence or willful misconduct of Institution.

Institution represents that it has the right to enter into this agreement.

Institution warrants and represents, with respect to any Material it submits under this Agreement, that it shall comply with all national and local laws regarding access, use and export of the Material.

7. CONFIDENTIALITY

Lilly shall keep any information received from Institution and/or an Authorized User pursuant to this Open Innovation Drug Discovery Program, including but not limited to the Informatics Results, Modeling Results, and Research Results as communicated to Institution, and any supporting data and structural information as it relates to the Material ("**Confidential Information**") secret and confidential, and shall not disclose to any person or make known in any manner any part of the results of the Research as relates to the Material without the prior written consent of Institution. Furthermore, Lilly shall not use any of the foregoing for any purpose other than to evaluate a possible business relationship with Institution. Such obligations of confidentiality and non-use shall commence on the date that Confidential Information is submitted to Lilly, and shall continue for five (5) years from that date.

Notwithstanding the foregoing, Lilly may disclose Confidential Information to a limited number of authorized support individuals including contractors necessary to manage the Site who may have access to the location that stores the molecular structures of the submitted compounds and such individuals are bound by the terms of confidentiality and use contained herein.

In addition, after the Authorized User provides the structural information to the Open Innovation Drug Discovery Program in response to the Implementation Letter, a limited number of Lilly employees and contractors each on a need-to-know basis may be given access to the structural information, the Informatics Results, the Modeling Results, and the Research Results for further evaluation. These individuals shall not use any of the foregoing for any purpose other than to evaluate a possible business relationship with Institution and are bound by the terms of confidentiality and use contained herein.

The above obligations of confidentiality shall not apply to the Confidential Information which:

A. was known to Lilly or any of its affiliates prior to receipt, as evidenced by Lilly's competent documentary records;

B. was in the public domain or generally accessible prior to receipt;

C. entered the public domain or became generally accessible after receipt for reasons other than Lilly's breach of this Agreement;

D. was made available to Lilly or any of its affiliates at any time by an authorized third party who did not obtain the same, directly or indirectly, from the Institution;

E. is independently developed by or for Lilly or any of its affiliates without use of, reliance upon, or reference to the Confidential Information, as evidenced by Lilly's competent documentary records; or

F. is required to be disclosed by applicable statute or regulation or by judicial or administrative process, in which case Lilly will provide prompt written notice to allow Institution to seek a protective order or other appropriate remedy, will disclose only such information as is legally required, and will use reasonable efforts to assist Institution in obtaining confidential treatment for such disclosures.

8. INTELLECTUAL PROPERTY

Lilly agrees that all of Institution's existing intellectual property rights in the Material will remain with the Institution unless agreed otherwise by the parties in writing. Lilly is not indicating that it agrees the submitted compound was not previously known to Lilly and this Agreement shall not impact the determination of inventorship of any compound that was known to Lilly, as evidenced by Lilly's competent documentary records, prior to submission by Institution.

9. LICENSE AND OPTION

Institution certifies to its reasonable knowledge at the time of signing this Agreement that subject to any retained rights of any relevant government entity, it has the right to grant and Institution shall grant an exclusive option to Lilly, but which grant is conditioned upon Institution at its sole discretion providing Lilly the structural information relating to the Material pursuant to an Implementation Letter, and also subject to Section 11. The exclusive option shall be for the right to negotiate an agreement including but not restricted to a compound purchase agreement, a license agreement, or a research collaboration agreement for further research and development of Material (collectively the "**Research Collaboration**"). The option shall expire forty-five (45) days (the "**Option Period**") after Lilly has received the chemical structure and supporting data relating to the Material from Institution pursuant to an Implementation Letter. The option may be exercised by Lilly in writing at any time prior to its expiration. The option period may be extended by mutual written agreement of the parties. Any agreement executed pursuant to the exercise of the option granted hereunder shall be negotiated in good faith within one hundred eighty (180) days (the "**Negotiation Period**") after Lilly has exercised the option. The Negotiation Period may be extended by mutual agreement of the parties as long as they continue negotiating in good faith. The parties acknowledge that if Institution elects not to submit the chemical structure, or if the parties have not completed a compound purchase, license or collaboration agreement within the Negotiation Period (or any extension thereof), then the option no longer exists and Institution shall have no further obligations to Lilly with respect to the Material.

If Lilly elects the option to a license agreement, any such license agreement shall contain terms consistent with Institution policy for an exclusive, sublicenseable, worldwide license from Institution to make, use, offer for sale, sell and import Material under any intellectual property owned or controlled at that time by Institution required to practice such license on commercially reasonable terms. The license agreement agreed to pursuant to the negotiations conducted by the parties hereunder shall contain provisions reasonable and customary to an agreement of this type.

If Lilly elects the option to enter into a research collaboration agreement, the parties shall discuss in good faith the terms and conditions of such an agreement and shall endeavor to

reach a mutually acceptable set of terms and conditions to govern such research collaboration agreement, including terms and conditions related to funding, scope and intellectual property created during the course of such research.

Institution reserves for itself and other non-profit research and academic institutions the non-exclusive rights to use the Material and Research subject to the above agreements for academic, educational, and scholarly non-commercial research purposes.

10. PARTICIPATION IN LILLY-SPONSORED, NOT-FOR-PROFIT LILLY TB DRUG DISCOVERY INITIATIVE AND OTHER NEGLECTED DISEASES PROGRAMS

If the TB Initiative requests and Institution elects to participate in the TB Initiative or any other not-for-profit neglected diseases programs to be offered at a future time, then Institution shall notify Lilly accordingly pursuant to Section 13, and Lilly shall not request an exclusive option to negotiate as described in Section 9.

Thereafter, further TB Research on the Material and/or derivatives thereof may be performed by the TB Initiative and/or Institution as mutually agreed.

11. PUBLICATION

Institution is free to publish the data and Results obtained from Lilly generated from the Research for any Material whose structural information is not requested in writing in an Implementation Letter and for which the exclusive option described in Section 9 is not triggered.

However if Lilly requests chemical structural information in an Implementation Letter and Institution agrees to provide the chemical structure and supporting data for the Material, thereby triggering the option described in Section 9, then Institution agrees to keep the data obtained from the Research confidential. In addition, Institution agrees to keep the chemical structural information and related data, if not already publicly disclosed, confidential and shall delay publication of said data for sixty (60) days after the receipt of the Report of the Research, and to extend such delay period as reasonably necessary for Lilly or Institution to consider actions to preserve any potential intellectual property rights related to the Material, provided such total delay does not exceed ninety (90) days from institution's receipt of the Report.

If the parties enter the Negotiation Period, Institution agrees to provide Lilly the opportunity to review and comment on any proposed publication related to the Material prior to submission for publication while Lilly and Institution are negotiating in good faith an agreement for a Research Collaboration. For clarity, it is at Institution's sole discretion to include Lilly's comments in any such proposed publication.

Institution agrees that Lilly may perform population-based computational analyses of submitted, accepted, or active compounds as a group, including assessment of molecular properties and structural features of those groups, so long as these analyses and methods do not allow identification of individual structures, the Institutions, or the Authorized Users that submitted such structures. Such analyses may, from time-to-time, be disclosed publically.

12. TERM

The term of this Agreement shall begin upon the execution of this Agreement by Institution and shall continue until:

i) the termination of the Open Innovation Drug Discovery Program by Lilly upon thirty (30) days written notice to Institution;
ii) termination by Lilly upon thirty (30) days written notice to Institution;
iii) replacement with a revised MTA signed by the parties; or
iv) the termination of Institution's participation in the Open Innovation Drug Discovery Program and this Agreement by thirty (30) days written notice to Lilly.

In any such termination, the provisions of this Agreement shall continue to survive with respect to any Material then held by Lilly, but the parties shall not transfer any new Material hereunder. Upon termination of this Agreement, Lilly shall, at Institution's written request, destroy any remaining Material and if requested shall certify such destruction immediately thereafter in writing to Institution. Execution of this Agreement automatically terminates any Phenotypic Drug Discovery (PD^2) Material Transfer Agreement previously entered into between Institution and Lilly.

13. NOTICE

Any written notice required to be provided to Lilly under this Agreement shall be provided to the Lilly Open Innovation Drug Discovery support team, via facsimile at (317) 651-3809 or by electronic mail delivery to openinnovation@lilly.com (subject line: "Written notice for legal team").

Any written notice required to be provided to Institution shall be provided to the party listed on Institution's counterpart signature page with a copy to the relevant Authorized User if indicated on the Institution's profile on the Site.

14. MISCELLANEOUS

A. This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings between the parties, whether written or oral, relating to the subject matter hereof.

B. No provision of this Agreement can be waived or amended except by means of a written instrument that is validly executed on behalf of both of the Parties and that refers specifically to the particular provision or provisions being waived or amended.

C. This Agreement may be executed in one or more counterparts by the parties by signature of a person having authority to bind the party, each of which when executed and delivered by electronic transmission, facsimile, or by mail delivery, will be an original and all of which shall constitute but one and the same Agreement.

[Next page is signature page]

IN WITNESS WHEREOF, the parties have executed this Open Innovation Drug Discovery Program, and Material Transfer Agreement.

INSTITUTION SIGNATURE TO OPEN INNOVATION DRUG DISCOVERY PROGRAM AND MATERIAL TRANSFER AGREEMENT

If Institution wishes to participate in the Open Innovation Drug Discovery Program, it will need to complete this counterpart signature page, obtain all required signatures and return one (1) fully executed copy via electronic transmission to Lilly Open Innovation Drug Discovery Program, support team, via facsimile at (317) 651-3809 or by electronic mail delivery to openinnovation@lilly.com (subject line: "New MTA).

The undersigned institution hereby agrees to the terms of the Open Innovation Drug Discovery Program and Material Transfer Agreement with Eli Lilly and Company.

NAME OF INSTITUTION: _____

By:_____ (Signature)
Authorized Representative

Name: _____ Date:_____

Title:_____

Email Address:_____

[Next page is Affiliation Coordinator information and signature page]

OPEN INNOVATION DRUG DISCOVERY

Affiliation Coordinator of Institution to coordinate participation in Open Innovation Drug Discovery Program, and receive notices and information updates:

Name:	ROSARIA GITTO, PhD
Title:	ASSOCIATE PROFESSOR MEDICINAL CHEMISTRY
Address:	DIPARTIMENTO SCIENZE DEL FARMACO E DEI PRODOTTI PER LA SALUTE - SCIFAR UNIVERSITA' DI MESSINA VIALE ANNUNZIATA I-98168 - ITALY
Email:	rgitto@unime.it
Telephone:	0039 090 6766413
Fax:	0039 090 676 6402

By signing this agreement as an Affiliation Coordinator of Institution to coordinate participation in the Open Innovation Drug Discovery Program, I understand and agree that my name, email address, and phone number will be displayed on the Site and will be available to view by all global users of this site.

By: Rosaria Gitto **Date:** December, 16 2013

Affiliation Coordinator of Institution

(Next page is Lilly signature page)

MATERIAL TRANSFER AGREEMENT

ELI LILLY AND COMPANY

By:_____

Dorothy Ryan Clippert
Contracts Administrator, Lilly Legal