

# CACHE Terms of Participation

*(Applicable to CACHE Challenges initiated on or after November 3, 2023)*

## 1. Introduction

The mission of CACHE – ‘Critical Assessment of Computation Hit Finding Experiments’ (“**CACHE**”), a program managed and administered by Viral Medicines Initiative (“**VIMI**”), a Canadian not-for-profit corporation operating under the name **Conscience**, is to accelerate the development of computational approaches to small molecule hit-finding while enriching the public domain with useful knowledge about human proteins of potential biological and therapeutic interest. The CACHE program aims to do this (1) by offering a series of benchmarking challenges (“**CACHE Challenges**” or “**Challenges**”) against selected protein targets through which the CACHE program will experimentally validate and score binding predictions generated by participants’ computational algorithms from among virtual compound libraries and (2) by publicly disclosing predicted binders and successful hit compounds, along with associated experimental data, which all participants agree will be made openly available to the research community without restrictions on use in order to catalyze research in new areas of human disease biology and drug discovery.

## 2. Your Acceptance

2.1 By applying to, making submissions to, or participating in one or more CACHE Challenges, including without limitation in hard copy or electronic form, or via webpages, workflow platforms, web-based applications, or data hosting services associated with CACHE or its individual Challenges (together, the “**Challenge Websites**”), you signify your agreement to the following terms and conditions (the “**Terms**”) applicable to CACHE Applicants and Participants.

2.2 If you apply to, make submissions to, or participate in, one or more CACHE Challenges on behalf of another person or entity, including your employer organization, you represent and warrant to VIMI that you have (or have been given) the authority to bind the person or entity to these Terms, and your acceptance of these Terms will be deemed an acceptance by that person or entity, and any references to “you”, “Applicant”, or “Participant” herein shall also refer to that person or entity.

2.3 VIMI may modify or revise these Terms at any time. Such modifications or revisions shall not apply retroactively to in-progress or previously completed Challenges, but shall apply prospectively to Challenges initiated on or after the date the modifications or revisions are posted. You agree to be bound by such modifications or revisions. Although VIMI may attempt to notify you when major changes are made to these Terms, you should periodically review the most up-to-date version at <https://www.cache-challenge.org/>, or wherever it is posted on the Challenge Websites.

## 3. Definitions

Words in these Terms with initial letters capitalized, whether used in the singular or the plural, shall have the meaning set forth below or, if not listed below, the meaning designated in places throughout the Terms:

3.1 “**Applicant**” means a person or entity who submits an Application to a CACHE Challenge.

3.2 “**Application**” means a written application, whether in hard copy or electronic form or submitted via the Challenge Websites, to participate in a CACHE Challenge, such written application to

contain Identifying Information of the Applicant, a Computational Approach Description for the Applicant's hit-finding algorithm to be utilized in the Challenge or the initial round of the Challenge, as applicable, and such other information as may be required by VIMI in connection with the specific CACHE Challenge.

3.3 “**Assay Data**” means all data (including both positive and negative data) and Databases arising from the experimental testing of Challenge Compounds in a CACHE Challenge, including without limitation summary and primary data on protein binding affinity (e.g., via surface plasmon resonance spectroscopy and/or such other orthogonal techniques as may be appropriate in the circumstances, such as isothermal calorimetry), as well as on other characteristics as may be relevant (as determined by VIMI in its discretion) to the particular CACHE Challenge or individual round thereof, for example selectivity, solubility, lipophilicity, etc.

3.4 “**Background IP**” means Intellectual Property that was conceived, created, derived, developed, identified, or first reduced to practice prior to, or independent of, an Applicant's or Participant's participation in a CACHE Challenge, but excluding Challenge IP. For clarity, a Participant's Software Code and Reproducible Workflows, as well as any modifications, improvements, or revisions thereto made by a Participant in response to Assay Data provided to it by VIMI, are the Participant's Background IP.

3.5 “**Challenge Compound**” means a chemical compound submitted by a Participant in a Submission to a CACHE Challenge, selected from among the relevant Challenge's specified Virtual Compound Library(ies) or from such other source(s) as VIMI may permit in its discretion.

3.6 “**Challenge IP**” means all Intellectual Property conceived, created, derived, developed, identified, or first reduced to practice in connection with a CACHE Challenge or otherwise submitted to VIMI in connection with a Participant's CACHE Challenge Application or Submissions, including without limitation Intellectual Property pertaining to Computational Approach Descriptions, Challenge Compounds(including, for clarity, with respect to structures, synthetic pathways, and properties thereof), Assay Data, and Scores. For clarity, notwithstanding the foregoing, Challenge IP specifically excludes Identifying Information of Applicants and Participants, as well Applicants' and Participants' Software Code and Reproducible Workflows.

3.7 “**Challenge Target**” means a target protein of a CACHE Challenge, specified by VIMI based on relevant technical criteria, potential biological interest, and/or such other attributes as VIMI may determine in its discretion, against which computational binding predictions for Challenge Compounds will be made by Participants and experimentally validated in connection with the applicable CACHE Challenge.

3.8 “**Computational Approach Description**” means a summary written description of an Applicant's or Participant's computational methodology with sufficient detail (as determined by VIMI in its discretion) to inform a person of ordinary skill in the relevant field of the Applicant's or Participant's high-level computational binding prediction strategy.

3.9 “**Content**” means literary, artistic and other works, and compilations thereof, subject to protection by Copyright and Similar Rights in any jurisdiction (including data and Databases where and to the extent applicable).

3.10 “**Contribution**” means the non-financial contribution (including, without limitation, any Background IP, Challenge IP, human resources, facilities, and equipment) made by an Applicant or Participant in connection with its participation in a CACHE Challenge.

3.11 “**Copyright and Similar Rights**” means copyright and similar rights closely related to copyright, including without limitation performance, broadcast, sound recording, and Sui Generis Database Rights, without regarding to how the rights are labeled or categorized.

3.12 “**Database**” means a collection of Content and/or other information, data, or facts arranged in a systematic or methodical way and individually accessible by electronic or other means.

3.13 “**Derivatives**” means Content that is derived from or based upon Challenge IP, in whole or in part, including without limitation compilations, Databases, translations, adaptations, arrangements, transformations, modifications, and other alterations that require permission under Copyright and Similar Rights held by the owner(s) of the applicable Challenge IP.

3.14 “**Embargo Period**” means a minimum grace period of no more than 6 months, which may be specified by VIMI in its discretion for a particular CACHE Challenge, between (i) disclosure to the Participant by VIMI of the final Assay Data and Scores for the completed Challenge correlated to the Participant’s specific Challenge Compounds and (ii) Sharing or other public release by VIMI of the structures or identities of such Challenge Compounds in association with the Assay Data and Scores therefor, and any other Challenge IP for which a grace period has been specified for that Challenge.

3.15 “**Identifying Information**” means the identity, qualifications, and requested contact details for a CACHE Challenge Applicant or Participant.

3.16 “**Intellectual Property**” means any information, Content, data (whether or not subject to Copyright and Similar Rights), Databases, techniques, discoveries, inventions (whether or not patentable), formulae, formulations, concepts, methodologies, models, procedures, results, specifications, know-how, show-how, software, technologies, and material.

3.17 “**Intellectual Property Rights**” means all industrial and intellectual property rights including patents, utility models, other rights in inventions, registered designs, rights in designs, trademarks, Copyright and Similar Rights, moral rights, trade secrets, and rights in confidential information and know-how (all whether registered or unregistered and including any renewals, extensions, continuations, and divisionals thereof) and all rights or forms of protection having equivalent or similar effect to any of these which may subsist anywhere in the world, and applications for registrations of any of the foregoing.

3.18 “**Participant**” means an Applicant whose Application to participate in a CACHE Challenge has been formally accepted by VIMI.

3.19 “**Reproducible Workflow**” means a well-defined succession of computational steps available from well-defined pieces of software and conducted with well-defined parameters.

3.20 “**Score**” means the score assigned by VIMI to a Challenge Compound in light of the Assay Data generated therefor and such other characteristics as VIMI may determine in its discretion for a particular CACHE Challenge, including for example but without limitation biophysical and biochemical properties, ease or difficulty of synthesis, presence or absence of undesirable functional groups, chemical diversity, novelty, etc.

3.21 “**Share**” or “**Sharing**” means to provide to the public by any means or process that requires permission, including under Copyright and Similar Rights, such as reproduction, public display, publication, public performance, distribution, dissemination, communication, or importation, and to make available to the public including in ways that members of the public may gain access from a place and at a time individually chosen by them.

3.22 **“Software Code”** means the source code, object code, and related documentation underlying the software application(s) utilized or proposed to be utilized by an Applicant or Participant to select Challenge Compounds predicted to bind applicable Challenge Target(s) from among the compounds in the Virtual Compound Library(ies) specified by VIMI for a particular Challenge.

3.23 **“Submission”** means a submission to VIMI, in such form(s) acceptable to VIMI, made by a Participant in connection with a CACHE Challenge, such submission to include without limitation (i) the Challenge Compounds predicted by the Participant to bind the applicable Challenge Target(s) from compounds within the Virtual Compound Library(ies) specified by VIMI, (ii) the Computational Approach Description for the CACHE Challenge or individual round thereof, and (iii) such other information, materials, or Intellectual Property as VIMI may specify for the particular Challenge or individual round thereof, in its discretion.

3.24 **“Sui Generis Database Rights”** means rights other than copyright resulting from Directive 96/9/EC of the European Parliament and the Council of 11 March 1996 on the legal protection of Databases, as amended and/or succeeded, as well as other essentially equivalent rights anywhere in the world.

3.25 **“Virtual Compound Library”** means an enumerated set or other Database of synthetically feasible chemical compound structures and all subsets thereof or such other compound set as may be specified by VIMI for a CACHE Challenge or individual round thereof.

3.26 **“Use” or “Using”** means to do all such acts with Intellectual Property as may be reserved to the owner(s) of Intellectual Property Rights therein under applicable laws, including without limitation: (i) in the case of Copyright and Similar Rights, to reproduce, extract, reuse, and Share the Intellectual Property, in whole or in part, and to produce, reproduce and Share Derivatives thereof; and (ii) in the case of inventions, to make, have made, use, sell, offer for sale, and import the Intellectual Property.

3.27 **“User”** means anyone, including an Applicant, Participant, or third party, as applicable, who accesses (via the Challenge Websites or otherwise), Uses, or Shares any Challenge IP made available pursuant to these Terms.

#### **4. CACHE Challenge Process**

4.1 **Challenge Applications.** VIMI may from time to time, via a Challenge Website or otherwise, initiate a Challenge inviting Applications from persons or entities wishing to test their computational approaches to small molecule hit finding through experimental validation of their algorithms' binding predictions. Each CACHE Challenge will specify, and where appropriate provide selected information regarding, one or more Challenge Targets against which binding predictions are to be made from among chemical compounds within one or more Virtual Compound Libraries specified by VIMI. VIMI will review each Application and, in so doing, may share the Computational Approach Description contained in the Application with third parties (in reasonably anonymized form) for peer review and assessment, including with other Applicants. VIMI has no obligation to accept any particular Application but will strive to accept as many Applications with viable Computational Approach Descriptions and appropriate Applicant qualifications as resources permit for a particular Challenge, as

determined by VIMI in its discretion. Applicants whose Applications are accepted by VIMI will become Participants in the applicable CACHE Challenge.

4.2 Challenge Submissions. Each CACHE Challenge may involve multiple rounds of Submissions. Each Participant agrees to make an initial Submission to VIMI in the first round of the applicable Challenge. In VIMI's discretion, based on applicable Assay Data for the Challenge Compounds in such Submission or other factors determined by VIMI, VIMI may invite only a subset of Participants in a CACHE Challenge to make follow-on Submissions in each subsequent round of the Challenge. Each Participant so invited agrees to make such follow-on Submissions to VIMI. In Submissions to a CACHE Challenge, the Participant may identify up to a predefined number of Challenge Compounds from amongst the specified Virtual Compound Library(ies) for procurement, experimental testing, and evaluation, such predefined number to be specified by VIMI for each Challenge. VIMI may, in its sole discretion, accept Challenge Compounds from outside the Virtual Compound Library(ies), including those that may be synthesized *de novo*. VIMI may charge each Participant a fee for VIMI to procure, test, and/or evaluate up to the predefined number of Challenge Compounds for the applicable Challenge. VIMI may also offer Participants the opportunity to identify additional Challenge Compounds in their Submissions, subject to the payment of additional fees. VIMI may also offer fee waivers, discounts, subsidies, or rebates to Participants who establish that the Software Code and/or Reproducible Workflows that they have created or otherwise own, and have utilized in connection with the applicable CACHE Challenge, have been made open source as specified in Section 4.5 below. Applicable fees and available fee waivers, discounts, subsidies, or rebates will be specified by VIMI for each Challenge. Each Participant agrees to notify VIMI about any known hazardous properties of the Challenge Compounds, including without limitation any known adverse effects, mutagenicity, teratogenicity, carcinogenicity, flammability, corrosivity, or difficulties in handling the Challenge Compounds.

4.3 Evaluation and Scoring. Subject to Participants' payment of applicable fees and compliance with the terms and conditions of this Agreement, VIMI will make reasonable best efforts to procure Challenge Compounds submitted by Participants and to perform, or have performed, on such Challenge Compounds assays of binding affinity and/or such other properties as may be specified for the particular CACHE Challenge. Certain top-performing Challenge Compounds in initial assays may be selected by VIMI for further experimental testing, including for example, but without limitation, at different concentrations, via orthogonal assay techniques, or for other compound properties. Based on the resulting Assay Data from each round of a CACHE Challenge and such other characteristics as VIMI may determine in its discretion, VIMI will assign a Score to each Challenge Compound that is procured and experimentally tested.

4.4 Public Release of Challenge IP. Each Participant agrees that VIMI may Share the Computational Approach Description associated with the Participant's Submission to a CACHE Challenge round (in reasonably anonymized form) at any time following the receipt of the Submission. Each Participant further agrees that VIMI may Share the Assay Data and Scores from each CACHE Challenge round (in reasonably anonymized form and except for information therein that discloses the structures or identities of the associated Challenge Compounds) at any time after the Assay Data and Scores have been generated. Subject to the Participant's payment of applicable fees and compliance with the terms and conditions of this Agreement, VIMI will disclose to each Participant in confidence the Participant's Challenge Compounds in association with their corresponding Assay Data and Scores prior to any Sharing of the Challenge Compound structures or identities by VIMI. After the expiry of any applicable Embargo Period (during which VIMI and the Participant will treat the identities of Challenge Compounds as Confidential Information in accordance with Section 4.7) or in the event that required fees remain unpaid by the Participant or the terms or conditions of this Agreement have been breached by the Participant, each Participant acknowledges and agrees that all Challenge IP (including for clarity, but without limitation, the structures and identities of the Participant's submitted Challenge Compounds and the associated Assay Data

and Scores therefor, including in machine-readable format where applicable) may be Shared by VIMI as a public domain resource pursuant to Creative Commons Attribution Only (CC-BY 4.0 or subsequent versions) licensing terms, including without limitation via Challenge Websites.

4.5 Software Code and Reproducible Workflows. Participants are encouraged (where aligned with their missions and as appropriate in the circumstances), though not required, to make open source the Software Code and Reproducible Workflows that they have created or otherwise own, and have utilized to make hit finding predictions in connection with the applicable CACHE Challenge, under an Open Source Initiative (<https://opensource.org/>) approved permissive license (with respect to Software Code) that provides, *inter alia*, license rights with respect to source code and applicable patents, or under CC-BY 4.0 (or subsequent version) license terms (with respect to Reproducible Workflows), as applicable. Participants may, but are not required to, include applicable Software Code and/or Reproducible Workflows in their Applications or Submissions to a CACHE Challenge for evaluation. Except for submitted Software Code and Reproducible Workflows that are third party resources available on an open source basis or that have been made open source by the Participant in accordance with this Section 4.5, VIMI will treat such Software Code and Reproducible Workflows as Confidential Information in accordance with Section 4.7. For clarity, all Software Code and Reproducible Workflows of Participants are the Background IP of such Participants and not subject to Section 4.4 above.

4.6 Identifying Information. VIMI will treat Identifying Information of Applicants and Participants as Confidential Information in accordance with Section 4.7, except in the following circumstances: (i) where the Applicant or Participant has provided consent to, or requested, public disclosure of its Identifying Information along with relevant Challenge IP, (ii) where a Participant, based on its Challenge Compound Scores, has been ranked as one of the top three performing Participants in a Challenge, in which case the Participant's Identifying Information may be publicly disclosed by VIMI along with the structures or identities of the Participant's Challenge Compounds as permitted under Section 4.4; or (iii) if the Participant withdraws from the Challenge pursuant to Section 4.9.

4.7 Confidentiality Obligations. VIMI and each Participant agree to maintain as confidential the Challenge IP, any other specific information, materials, and Intellectual Property referenced as confidential in Sections 4.4 to 4.6 above, and any other question responses identified by VIMI as confidential in the Application (together, the "**Confidential Information**") until (i) such time as VIMI has Shared it as authorized pursuant to Section 4.4, (ii) for the period specified in the applicable Section, or (iii) if unspecified, for a period of seven (7) years from the date the Confidential Information was received. For clarity, until Shared by VIMI pursuant to Section 4.4, each Participant agrees to treat as Confidential Information the structures or identities of the Participant's Challenge Compounds and the associated Assay Data and Scores. VIMI may, in its discretion, authorize Participants to Share certain information pertaining to Participants' performance in a CACHE Challenge or individual round thereof prior to the final release of Challenge IP for the Challenge, but in no event will such authorization permit the Sharing of Participants' Challenge Compound structures or identities. For clarity, Confidential Information shall not include anything that: (i) is or becomes part of the public domain other than as a result of disclosure by VIMI or a Participant, other than as a result of a third party's breach of any confidentiality obligation in respect thereof; (ii) becomes available to VIMI or a Participant on a non-confidential basis from a source other than an Applicant or Participant, provided that source is not bound with respect to that information by a confidentiality agreement or is not otherwise prohibited from transmitting that information by a contractual, legal or other obligation; (iii) was in VIMI's or a Participant's possession prior to its disclosure under these Terms; or (iv) has been independently developed by VIMI or a Participant, as applicable. VIMI and each Participant may disclose the Confidential Information to its officers, employees, service providers, advisors, agents, affiliates, and such other persons or entities as appropriate in the circumstances, under confidentiality terms consistent with this Section. VIMI and each Participant will use a reasonable degree of care to prevent disclosure of the Confidential Information to third parties not under a duty of

confidentiality with respect thereto. Nothing herein shall prevent disclosure of Confidential Information (i) in response to a request from a governmental, regulatory, or self-regulatory body or (ii) as otherwise required by law, regulation, or court order, provided that the party possessing the Confidential Information shall first give notice to VIMI or the relevant Applicant or Participant so that it may seek a protective order or other appropriate remedy at its own expense.

4.8 Contributions to be In-Kind. Applicants and Participants agree that their Contributions to CACHE Challenges are made on a voluntary in-kind basis and are to be supported by their own sources of funding, unless otherwise specified for a particular CACHE Challenge. VIMI shall not be required to provide any funding or financial benefit to, or financial compensation for, Applicants' or Participants' Contributions through these Terms, except to the extent VIMI has specifically agreed to provide a fee waiver, discount, subsidy, or rebate to a Participant in accordance with Section 4.2.

4.9 Withdrawal. Because other viable Applicants may be excluded from a Challenge to enable your participation due to resource constraints, you acknowledge the importance of completing a CACHE Challenge if you submit an Application and successfully pass the peer review process in Section 4.1. If you nonetheless withdraw from a Challenge after being invited to be a Participant in that Challenge but before you make a Submission to the Challenge, you agree that your Identifying Information may be publicly released. If you withdraw from the Challenge after making one or more Submissions, in addition to public release of your Identifying Information, upon request, you agree to compensate VIMI for any costs incurred for procuring, testing, and evaluating your Challenge Compounds less any fees already paid by you to VIMI pursuant to Section 4.2 above. After you withdraw, these Terms shall continue to apply to your Application and to any Submission you have made to the Challenge prior to withdrawal.

## **5. Intellectual Property Rights**

5.1 Background IP. These Terms do not affect the ownership of any Background IP, which shall remain the exclusive property of the party that uses or otherwise provides it as a Contribution in connection with a CACHE Challenge. VIMI and all Applicants and Participants grant to each other a worldwide, royalty-free, fully-paid up, non-exclusive license to utilize any applicable Background IP that has been provided in connection with a CACHE Challenge, solely for the purpose of making Contributions to or otherwise participating in or carrying out such CACHE Challenge hereunder. Unless otherwise specified herein, no other license to utilize any Background IP is granted or implied by these Terms.

5.2 Intellectual Property Rights in Challenge IP. Applicants and Participants acknowledge and agree that, after any applicable Embargo Period or as otherwise described in Section 4, Challenge IP will be Shared by VIMI, including by being made freely available in the public domain pursuant to Creative Commons Attribution Only (CC-BY 4.0 or subsequent versions) licensing terms, with the intent that such Challenge IP may be Used and practiced by Users for any purpose. For the express purpose of ensuring that the Challenge IP is freely available in the public domain for Use for any purpose, Applicants and Participants agree, and agree to cause each employee or other third party (e.g., consultants, subcontractors, collaborators) engaged by them in connection with preparation of any Challenge IP, not to file applications for, or otherwise seek to obtain, any patents or other registered Intellectual Property Rights in respect of the Challenge IP. VIMI and all Applicants and Participants further agree that they will not transfer or assign, and will cause any employee or other third party (e.g., consultants, subcontractors, collaborators) engaged by them in connection with preparation of any Challenge IP to not transfer or assign, any ownership or other right, title, or interest in any Challenge IP to any third party unless such third party assumes the obligations herein of the transferring party with respect to the Challenge IP.

5.3 License Grant for Challenge IP. With respect to any Intellectual Property Rights in Challenge IP that (i) vest automatically without the need to file applications therefor (for example, but

without limitation, Copyright and Similar Rights), or (ii) are filed or obtained notwithstanding Section 5.2 above, Applicants and Participants hereby grant, and agree to cause each employee or other third party (e.g., consultants, subcontractors, collaborators) engaged by them in connection with preparation of any Challenge IP that has not otherwise assigned such Intellectual Property Rights to them to grant, to VIMI and any entity(ies) involved in administering the applicable CACHE Challenge, a worldwide, royalty-free, fully paid-up, sub-licensable, assignable, non-exclusive, perpetual, irrevocable license under such Intellectual Property Rights to make the Challenge IP available to Users pursuant to Creative Commons Attribution Only (CC-BY 4.0 or subsequent version) terms, and to otherwise Use and Share the Challenge IP for any purpose, for as long as the applicable Intellectual Property Rights are in force.

5.4 Non-Assertion Covenant. Should any part of the license grant in Section 5.3 be judged legally invalid or unenforceable under applicable laws for any reason, such partial invalidity shall not invalidate the remainder of the license, and in such case Applicants and Participants hereby affirm that they will not (i) exercise any of their Intellectual Property Rights in the applicable Challenge IP, or (ii) assert any associated claims or causes of action with respect to the Challenge IP.

5.5 Third Party Intellectual Property Rights. Each Applicant and Participant agrees not submit to VIMI any Intellectual Property in an Application or Submission that such Applicant or Participant knows to be subject to third-party Intellectual Property Rights, unless such Applicant or Participant has obtained the necessary licenses, rights, consents, or permissions for such Intellectual Property to become subject to these Terms.

## 6. **Disclaimers and Limitations of Liability**

6.1 Disclaimer and Limitation of Liability regarding Participation in CACHE Challenges. To the fullest extent permitted by law, VIMI expressly disclaims any and all liability in connection with Applicants' and Participants' participation in and Contributions to CACHE Challenges and use of any Challenge Websites. In no event shall VIMI, any CACHE member, any entity or individual engaged by VIMI in conducting CACHE Challenges, or any of their directors, officers, employees, representatives, or agents (together, the "**Released Parties**") be liable for damages, losses, or claims of any kind, including direct, incidental, indirect, special, punitive, or consequential damages, arising out of or in connection with Applicants' or Participants' participation or Contributions to CACHE Challenges or use of any Challenge Websites ("**Participation Damages**"), including without limitation loss of life, physical injury, property damage, loss of data, loss of income or profit, infringement of third-party rights, or any other damages, losses, or claims, even if any Released Party has been advised of the possibility of such damages, losses, or claims. Applicants and Participants agree to waive, and hereby do waive, any legal or equitable rights or remedies they have or may have against the Released Parties with respect to the foregoing.

6.2 Disclaimer and Limitation of Liability regarding Challenge IP. No warranties are provided by VIMI or any Applicants or Participants to each other with respect to any Challenge IP, and any use thereof is at a party's own risk. The Challenge IP, and any licenses granted herein, are provided "AS IS", without warranty of any kind, either express or implied, including without limitation warranties of merchantability, fitness for a particular purpose, title, non-infringement of third-party Intellectual Property Rights, absence of defects, absence of hazardous properties, accuracy, or the presence or absence of errors. Without limiting the foregoing, VIMI and all Applicants and Participants acknowledge that (i) Challenge IP may reference chemical compounds (including Challenge Compounds) or other material with biological or chemical properties that are unsafe, unpredictable, or unknown, and (ii) the absence of any specific warning or disclaimer with respect thereto does not mean that such compounds or other material may not have biological or chemical properties that are unsafe for human or other use. VIMI and all Applicants and Participants agree that they are fully responsible for their own compliance with any and all laws, regulations, rules, and standards applicable to research, experimentation, or other use of Challenge IP in connection



with a CACHE Challenge. To the fullest extent permitted by law, VIMI, Applicants, and Participants expressly disclaim any and all liability to each other relating to use of such Challenge IP.

## **7. Publication**

7.1 Articles. Participants acknowledge that the overall results of each CACHE Challenge are intended to be published jointly by VIMI and the Participants after the completion of such Challenge by submitting final manuscripts for preprint publication in suitable open access repositories, followed by submission of such final manuscripts for peer-reviewed journal publication (such manuscripts referred to as “**Joint Articles**”). For this purpose, a hyperlink to an editable draft Joint Article may be posted on the applicable Challenge Website or elsewhere as VIMI may specify. Participants may contribute as much or as little to a Joint Article as they wish. VIMI will send proposed manuscripts to the applicable Challenge Participants at least thirty (30) days before submission for publication, in order to give Participants an opportunity to make comments and propose edits. All Participants hereby agree, and agree to cause any employee or other third party (e.g., consultants, subcontractors, collaborators) engaged by them in the preparation of any Joint Articles to agree, that all Copyright and Similar Rights in all such Joint Articles will be openly licensed pursuant to CC BY 4.0 (or subsequent version) license terms or otherwise pursuant to the open license terms of the applicable pre-print repositories. For clarity, Participants (and their employees, consultants, subcontractors, and collaborators, as applicable) shall also be entitled to publish articles or reference or present results of CACHE Challenges individually (once such results are no longer Confidential Information), including by referencing or presenting Challenge IP created by VIMI or entities or individuals engaged by VIMI in conducting the CACHE Challenges (once such Challenge IP is no longer Confidential Information). In all circumstances, authorship shall be determined and credited in accordance with applicable guidelines in the relevant field, and applicable rules for attribution and acknowledgement shall also be followed.

## **8. Other Terms and Conditions**

8.1 Term, Termination, and Survival. These Terms apply for the term of all Intellectual Property Rights licensed hereunder or until the CACHE Challenge program ceases to operate in any form, whichever is later. However, if an Applicant or Participant commits a material breach of these Terms, such Applicant’s or Participant’s rights hereunder, including any right to participate in a CACHE Challenge, may be terminated by VIMI immediately upon written notice to the Applicant or Participant. In such event, the Applicant’s or Participant’s rights may be reinstated only upon express written consent of VIMI. Termination of an Applicant’s or Participant’s rights hereunder does not affect any right of VIMI to seek remedies for violations of these Terms. Sections 1, 4.7, 5, 6, and 8 expressly survive any termination of these Terms.

8.2 Personal Information. Applicants and Participants consent, and agree to cause their relevant employees, consultants, subcontractors, and collaborators to consent, to the collection, processing, and storage by VIMI of any personal information provided or submitted in Applications and Submissions. Applicants and Participants agree to comply with all applicable laws and regulations with respect to their own collection, processing, and storage of any personal information that they provide or submit to VIMI. Without limiting the foregoing, each Applicant and Participant agrees not include in its Application or Submission to a CACHE Challenge any information in breach of EU Data Protection Directive 95/46/EC and the General Data Protection Regulation (EU) 2016/679 or of comparable laws and regulations in other jurisdictions.

8.3 Power. Applicants and Participants represent and warrant that they have full power and authority, and have taken all necessary actions and obtained all authorizations, licenses, consents and approvals, to allow them to enter into these Terms.

8.4 Relationship. Nothing in these Terms shall be construed to make one party an agent, employee, partner, joint venturer, or legal representative of the other party for any purpose or to give either party the power or authority to act for, bind, or commit the other party.

8.5 Further Assurances. Each Applicant and Participant agrees to do and perform all such further acts and things and to execute and deliver such other agreements, certificates, instruments, and documents requested by VIMI that are reasonably necessary in order (i) to carry out the intent and accomplish the purposes of these Terms and (ii) to evidence, perfect, or otherwise confirm VIMI's rights hereunder.

8.6 Assignment. Unless to the extent expressly stated otherwise herein, no Applicant or Participant may assign, except to any of its affiliates, any right or obligation under these Terms without VIMI's prior written consent. VIMI may assign its rights and obligations under these Terms at any time upon written notice to the Applicant or Participant. The provisions of these Terms will be binding upon and inure to the benefit of the parties and their respective successors and assigns permitted hereby.

8.7 Event of Conflict. In the event of any conflict between these Terms and any other terms found on the Challenge Websites or elsewhere relating to the CACHE Challenges program, these Terms shall prevail.

8.8 Entire Agreement. These Terms constitute the entire agreement between the parties with respect to the subject matter hereof, and supersede any prior oral or written agreements or communications between the parties regarding said subject matter. These Terms may only be amended by VIMI in accordance with Section 2.3.

8.9 Severability. To the extent possible, if any provision of these Terms is deemed invalid, illegal, or unenforceable, it shall be automatically reformed to the minimum extent necessary to make it valid, legal, and enforceable. If the provision cannot be reformed, it shall be severed from these Terms without affecting the validity, construction, or enforceability of any remaining provision.

8.10 Governing Law. The interpretation, validity, and effect of these Terms shall be governed by and construed in accordance with the laws of Ontario and the federal laws of Canada applicable therein, notwithstanding any conflict of laws provisions or any party's domicile, residence, or physical location. For the purpose of all legal proceedings, these Terms shall be deemed to have been performed in Ontario and the courts of Ontario shall have exclusive jurisdiction to entertain any action arising under or relating to these Terms. The parties agree to attend and submit to the exclusive jurisdiction of the courts of Ontario.

8.11 Notices. All parties agree that VIMI may give all notices required to be given by posting on the Websites or, if VIMI has the party's email address, by sending notice by email, at its discretion. All parties agree to check for notices on the Websites. Every notice that an Applicant or Participant is required or permitted to give to VIMI shall be in writing and made to [cache@thesgc.org](mailto:cache@thesgc.org).