NOVO NORDISK INNOVO® Assay Sharing Program Agreement

- includes Material Transfer Agreement

诺和诺德 INNOVO® Assay Sharing 协议

—包含材料转移协议

This INNOVO® Assay Sharing Program Agreement ("**Agreement**") is effective on the date of last signature of the Parties, who agree to the following terms and conditions.

本 INNOVO® Assay Sharing 协议（"**本协议**"）在协议双方最后签署之日起生效，协议双方同意以下条款与条件。

PARTIES

The parties to this Agreement are Beijing Novo Nordisk Pharmaceuticals Science & Technology Co., Ltd., having its principal offices at Building 2, 4, No. 20 Life Science Park Road, Changping district, Beijing China (**"Novo Nordisk"**) and the participant executing this Agreement ("**Participant**"), as identified in Section 3.4 below.
本协议双方分别为：北京诺和诺德医药科技有限公司，其主营业地位于中国北京市昌平区生命科学园路 20 号院 2 号楼和 4 号楼（"**诺和诺德**"），以及根据以下第 3.4 款认定的、签署本协议的参与方（"**参与方**"）。

Novo Nordisk and Participant are each a "**Party**" and will be jointly referred to as the "**Parties**".
诺和诺德和参与方各自称为"**一方**"，并将统称为"**双方**"。

BACKGROUND

背景

A. Novo Nordisk is engaged in the research, development, manufacture and marketing of pharmaceutical products and is interested in further development of compounds suitable for use as pharmaceutical products. Novo Nordisk China has established the INNOVO® Program to promote opportunities for collaborations with select partners. As part of this program, Novo Nordisk offers to test compounds using cell-based assays in an open innovation approach ("**INNOVO® Assay Sharing Program**") at no cost for Participant and without jeopardizing Participant's intellectual property rights. The INNOVO® Assay

Sharing Program allows Novo Nordisk and its Affiliates to explore potentially interesting partnership opportunities with Participants. For the purpose of this Agreement, Novo Holdings A/S and the Novo Nordisk Foundation and their respective affiliates (other than Novo Nordisk A/S and its subsidiaries, including Novo Nordisk as defined herein) are not considered affiliates of Novo Nordisk.

诺和诺德致力于药物的研发、生产和销售，并有兴趣进一步探寻适用于药物使用的化合物。为推进对外合作，诺和诺德在中国启动了 INNOVO®项目。作为该项目的一部分，诺和诺德对外推出其基于细胞水平的化合物检测平台（“**INNOVO® Assay Sharing**”）。该平台将采用开放创新模式，参与方无需支付任何费用且不会影响参与方的知识产权。INNOVO® Assay Sharing 项目旨在帮助诺和诺德及其关联公司探索与参与方的潜在意向合作机会。出于**本协议**之目的，Novo Holdings A/S 和 Novo Nordisk Foundation 及其各自关联公司（除 Novo Nordisk A/S 及其子公司，包括如本协议所定义的诺和诺德）不应被视为是诺和诺德的关联公司。

B. Participant owns or lawfully controls certain compounds and is interested in participating in the INNOVO® Assay Sharing Program.

参与方拥有或合法控制特定化合物，并有兴趣通过诺和诺德的 INNOVO® Assay Sharing 项目进行检测。

1. **Program Steps**. The steps to be taken by Participant and Novo Nordisk (subject to its discretionary right referred to in Section 11.1) are as follows:

步骤。参与方与诺和诺德开展检测的步骤（受第 11.1 款约定的诺和诺德裁量权约束）如下所示：

– Participant:

参与方：

- downloads a copy of this Agreement from the program website (“**Program Website**”), currently located at <novonordisk.com.cn> under “INNOVO® Assay Sharing”;

  从当前网址位于<novonordisk.com.cn> 之下的“INNOVO® Assay Sharing”网页（“**网页**”）下载一份**本协议**副本；

- completes the information in this Agreement where so requested (please see the sections highlighted in grey);

  根据要求填写**本协议**中的信息（协议文本中以灰色标记的部分）；

- sends a duly signed copy of this Agreement (in PDF format) to Novo Nordisk's e-mail address listed in Section 9.

  签署**本协议**并将副本（以 PDF 格式）发送至第 9 款所示的诺和诺德电子邮箱地址。

– Novo Nordisk countersigns this Agreement and returns a copy (also in PDF format) via e-mail to Participant.

  诺和诺德签署**本协议**并将正式生效的协议副本（也以 PDF 格式）通过电子邮件发回给参与方。

– Novo Nordisk sends Participant empty, barcoded vials for the number of compounds as indicated in Section (with a maximum of five (5) vials), and a form ("**Specification Form"**, see for an example Annex 1) which Participant must complete and return to Novo Nordisk upon submission of the Compounds;

  诺和诺德根据协议中列明的化合物数量向参与方寄送带有条形码标记的空管（最多五（5）管），同时发送如附件 1 所示的表格（"**参数表格**"），参与方必须填写并在提交化合物时向诺和诺德返回该表格。

– Participant uses the vials to submit a physical sample of the compound(s) it wishes Novo Nordisk to test (the "**Compound(s)**"). The completed Specification Form can either be enclosed in the shipment or can be submitted to Novo Nordisk via e-mail.

  参与方将各化合物实物样本（"**化合物**"）按顺序分装于空管后寄至诺和诺德。填写完整的**参数表格**以电子邮件方式向诺和诺德提交，或附随实物样本寄送，。

– Novo Nordisk tests the Compounds in the cell-based assays specified on the Program Website (the "**Program Assays**") and creates a report of the data;

  诺和诺德按照**网页**中介绍的细胞模型实验对化合物进行检测（"**检测**"）并创建数据报告；

– Novo Nordisk reviews the data and sends the Report with comments to Participant ("**Report**").

  诺和诺德审核数据结果并将报告连同评价结论发送给参与方（"**报告**"）。

2. Compounds that cannot be submitted

不得提交的化合物

2.1 Participant agrees not to submit any pathogenic microorganisms, including but not limited to the ones listed in <The directory of pathogenic microorganisms of human transmission> published by National Health Commission of the People's Republic of China and/or <The directory of pathogenic microorganisms of animal transmission>

published by Ministry of Agriculture and Rural Affairs of the People's Republic of China. Participant agrees not to submit any Compounds that are derived from natural products protected by:

参与方同意其不会提交任何病原微生物，包括但不限于在中国卫生健康委员会颁布的《人间传染的病原微生物名录》和/或中国农业农村部颁布的《动物病原微生物分类名录》中列明的。参与方同意不会提交任何源自受到以下保护的天然产物的化合物：

a) CITES (the Convention on International Trade in Endangered Species of Wild Fauna)（《濒危野生动物国际贸易公约》）;

b) the government of the country where the natural product was collected; or

对天然产物收集的国家的政府；或

c) the government of the country in which the Participant is based.

参与方所在国家的政府。

3. Shipping of Compounds to Novo Nordisk

向诺和诺德寄送化合物

3.1 This Agreement covers the submission of maximum five (5) Compounds.

本协议项下最多可提交五（5）份**化合物**。

3.2 Participant must fill out the information requested below and use the vials provided for shipping the Compound(s) to Novo Nordisk's address listed in Section 9, with subject line: "*New MTA*". Participant must package, label, and ship the Compound(s), at Participant's expense, in compliance with the shipping guidelines provided on the Program Website and all applicable laws.

参与方必须填写以下要求的信息，并使用提供的空管将**化合物**寄送至第 9 款所述的诺和诺德地址，并在主题栏注明"*New MTA*"。参与方须按照本**网页**及所有适用法律规定的寄送要求自负费用地打包、标识并运送**化合物**。

3.3 Participant will be requested to provide Novo Nordisk with the nominal name and molecular weight of the Compound(s). **Information provided to Novo Nordisk by Participant should not include the chemical name and/or structure of the Compound**.

参与方将被要求向诺和诺德提供**化合物**的名义名称及分子量。**参与方向诺和诺德提供的信息不应包括化合物的化学名称和/或结构。**

Number of Compounds (max. 5): 化合物数量（最多 5 个）：	

3.4 Participant's address details are:
参与方的地址信息：

Participant business entity name: **参与方经营主体名称：**	**Address (including province and country):** **地址（包括省与国家）：**	**E-mail address for notifications to Participant:** **用于向参与方发送通知的邮件地址：**	**Full name of contact person for Participant:** **参与方联系人姓名：**

Participant must notify Novo Nordisk of any changes in its contact information.

在合作期间参与方须通知诺和诺德其联系信息的任何变更。

3.5 Participant is requested to follow the **Compound sample recommendations** listed on the Program Website. If these recommendations are not followed, Novo Nordisk may not be able to perform accurate testing of the Compound in the Program Assays. If Participant is not able to meet the sample recommendations it is advised to contact Novo Nordisk prior to shipping.

建议参与方参考**网页**上的**化合物样品准备指南**。如未遵循该等建议，则诺和诺德在实施中有可能无法对**化合物**进行准确测试。如参与方无法满足样品准备要求，则建议在运送样品前与诺和诺德取得联系。

3.6 Participant agrees to assume all risk for any Compounds lost or damaged while in transit. If a Compound is shipped across international boundaries, Participant may need to communicate with applicable governmental agencies for any regulations which may apply to the export of pharmaceutical materials from its country. Participant is responsible for determining whether an export/import license or any other approval is required by law for shipping Compounds to Novo Nordisk for the INNOVO® Assay Sharing Program and for fulfilling any such requirements.

参与方同意承担在运输过程中**化合物**损毁或丢失的所有风险。如果**化合物**需要跨境运送，则参与方须与适当的政府机构沟通适用于自该国出口药品材料的任何法规。对于因选择 INNOVO®® Assay Sharing 而将**化合物**运送至诺和诺德，参与方应负责确定根据法律是否需要取得出口/进口许可或任何其他批准，并满足该等要求。

3.7 Novo Nordisk will send a confirmation of receipt to Participant once the Compound(s) are received.

收到**化合物**后，诺和诺德将向参与方发送收讫确认。

4. Testing of Compounds by Novo Nordisk

诺和诺德开展化合物检测

4.1 Novo Nordisk will test the Compound(s) in the Program Assays. Assays may be added to or deleted as Program Assays under the INNOVO® Assay Sharing Program, which will be announced on the Program Website.

诺和诺德将在 INNOVO® Assay Sharing 下开展**化合物**检测。用于检测的模型将有可能增加或删减，并在**网页**上公布。

4.2 Novo Nordisk will run selected QC tests to determine endotoxin, mycoplasma, aggregation and purity depending on the type of Compounds received, including SEC-UHPLC, gel electrophoresis, LAL, and UV spectroscopy. Novo Nordisk will at no time perform any analysis to determine the structure of the Compounds.

诺和诺德将对收到的**化合物**依据其类型进行相关的质控，以检测内毒素、支原体、凝聚与纯度，包括 SEC-UHPLC、凝胶电泳、LA 以及紫外分光光度法。诺和诺德在任何情况下都不会对**化合物**的结构进行分析。

4.3 Novo Nordisk will not use the Compounds for any other purpose than to test the Compound(s) in the Program Assays. Novo Nordisk will only grant access to the Compounds to employees and external parties who are involved in the INNOVO® Assay Sharing Program, and only for the purpose and activities outlined in this Agreement. Novo Nordisk will not attempt to determine the chemical structure of the Compounds, or otherwise alter its composition except as may be necessary to generate the Report.

除**本协议**约定的**检测**外，诺和诺德不会将**化合物**用于任何其他目的。诺和诺德将仅授权雇员及参与 INNOVO® Assay Sharing 的外部各方，仅出于**本协议**规定之目的及活动，接触**化合物**。诺和诺德将不会尝试确定**化合物**的化学结构，除为生成**报告**所必需外也不会改变其组成。

4.4 Novo Nordisk will send the Report to Participant via email. Participant will be the owner of the test data.

诺和诺德将通过电子邮件向参与方发送**报告**。参与方将是检测数据的所有者。

5. Compliance with anti-bribery laws

反贿赂法律合规

5.1 By signing this Agreement, Participant agrees that Novo Nordisk has not entered into this Agreement in order to influence any decision regarding Novo Nordisk's products, in particular decisions regarding reimbursement, pricing, registration, prescribing or purchasing decisions, or to otherwise influence any pending or future Novo Nordisk business. Participant further agrees that Novo Nordisk has not given, offered, promised, or authorized, and will not give, offer, promise, or authorize, any payment, benefit, or gift of money or anything else of value, directly or through a third party, to any official or employee of Participant for purposes of influencing any act or decision of such individual in his/her official capacity, inducing such individual to do or omit to do any act in violation of the individual's duty, inducing the individual to use the individual's official influence to affect or influence an act or decision of the government, or to secure any improper advantage in order to assist in obtaining or retaining business for Novo Nordisk as it relates to this Agreement.

通过签署**本协议**，参与方认可，诺和诺德签署**本协议**之目的不在于影响有关诺和诺德产品的任何决定，特别是有关补偿、定价、注册、开具处方或购买的决定，或以其他方式影响诺和诺德任何未决或将来业务。参与方进一步认可，诺和诺德未曾、将来也不会直接地或通过第三方给予、提供、许诺、授予参与方的任何管理人员或雇员以任何款项、利益，或礼金或者任何其他有价值的物品，以图影响参与方管理人员或雇员在其职责范围内的任何行为或决定、诱使该个人以作为或不作为方式违背其职责、诱使该个人使用其职务影响力去影响或改变政府的行为或决定，或获取任何不当优势以帮助诺和诺德获得或保留与**本协议**相关的业务。

6. Representations and warranties

陈述与保证

6.1 Novo Nordisk hereby represents that, to the best of its knowledge, the data and information in the Report provided to Participant will be accurate and what it purports to be.

诺和诺德在此保证，尽其所知，向参与方提供的**报告**中的数据与信息将是准确的，且为**报告**所应载内容。

6.2 NOVO NORDISK MAKES NO EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE ASSAY SHARING PROGRAM OR AS TO THE ACCURACY OF THE REPORT, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE REPORT PROVIDED.

诺和诺德未对 INNOVO® Assay Sharing 项目或报告的准确性进行任何明示或默示保证，包括但不限于关于所提供的报告的适销性或适用于特定用途的任何默示保证。

6.3 NOVO NORDISK AGREES THAT THE COMPOUNDS ARE SUBMITTED WITH NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR THAT THE COMPOUNDS WILL NOT INFRINGE ANY PATENT, COPYRIGHT, TRADEMARK OR OTHER PROPRIETARY RIGHTS.

诺和诺德认可，在提交化合物的同时未做任何明示或默示保证，包括适销性或适用于特定用途，或化合物将不侵犯任何专利、版权、商标或其他知识产权的任何保证。

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

除法律禁止的以外，诺和诺德对因**化合物**的使用、存储或处置而可能产生的任何损害承担全部责任。除系因参与方的重大过失或故意行为而引起的且为法律所允许的之外，对于诺和诺德主张的或任何其他方对诺和诺德提起的，因**化合物**而产生的任何损失、索赔或要求，参与方不承担责任。

6.5 Participant represents that it has the right to enter into this Agreement.

参与方保证其有权签署**本协议**。

6.6 Participant warrants and represents, with respect to any Compounds, that it shall comply with all national and local laws regarding access, use and export of such Compounds.

参与方承诺并保证，就任何**化合物**，其均应遵守与该等化合物获取、使用与出口有关的任何国家与地方法律。

7. Confidentiality

保密

7.1 Novo Nordisk will not consider the submission of a Compound as a disclosure of the structure or sequence of that Compound, and therefore participation in the INNOVO® Assay Sharing Program does not infringe any patent right or other proprietary right of Participant, Novo Nordisk or any third party.

诺和诺德不认为提交**化合物**是对该等**化合物**结构或序列的披露，因此参与 INNOVO® Assay Sharing 项目不会侵犯参与方、诺和诺德或任何第三方的专利权或其他专有权利。

7.2 To avoid a potential conflict of interest, Novo Nordisk will only require and focus on the basic information about the Compound. For example, if the process of shipping a Compound to Novo Nordisk requires Participant to disclose chemical details in order for the shipment to be handled correctly by the carrier, then Novo Nordisk will disregard such information and dispose of the shipping documentation.

为避免潜在利益冲突，诺和诺德将仅要求并关注**化合物**的基本信息。例如，如运送**化合物**至诺和诺德的过程需要参与方披露其化合物细节以使得承运人得以正确操作运输，诺和诺德将忽略此等信息并处置运输文件。

7.3 **Any unsolicited information submitted by Participant to Novo Nordisk, such as the chemical name or structure of the Compound will be treated by Novo Nordisk as "non-confidential" unless otherwise agreed in writing between the Parties before submission of the Compounds.**

未经诺和诺德请求而由参与方主动提供的信息，比如化合物的化学名称或结构，将被诺和诺德视为是"非保密信息"，除非在提交该等化合物之前双方另有书面约定。

7.4 Novo Nordisk will keep the Compounds, the Program Assay test results and the Report ("**Confidential Information**") secret and confidential as is maintained by Novo Nordisk for its own confidential, proprietary, and valuable material, but in no event less than a reasonable degree of care, and Novo Nordisk shall not disclose this Confidential Information to any person without the prior written consent of Participant. Novo Nordisk shall not use the Confidential Information for any purpose other than for the performance of this Agreement and for the evaluation of a possible partnership opportunity with Participant. Novo's obligations of confidentiality and non-use shall commence on the date the Confidential Information is submitted to Novo Nordisk, and shall continue for five (5) years from that date.

诺和诺德将对**化合物**、**检测**结果及**报告**（"**保密信息**"）保密，如同诺和诺德对其自身的保密、专有和有价值材料，但在任何情况下均不应低于合理注意的程度，并且未经参与方事前书面同意，诺和诺德不应向任何第三方披露该等**保密信息**。除为履行**本协议**及评估与参与方之间可能的合作机会之外，诺和诺德不得将保密信息用于任何其他目的。诺和诺德的保密与不使用义务将自**保密信息**提交至诺和诺德之日始，持续五（5）年有效。

7.5 Exceptions. Confidential Information does not include information that:

例外。**保密信息**不包括以下信息：

a) was known to Novo Nordisk or any of its Affiliates prior to receipt, as evidenced by Novo's competent documentary records;

诺和诺德有足够的文件证据证明，诺和诺德或其任何关联公司在收悉前就已知晓的；

b) was in the public domain or generally accessible prior to receipt;

在收悉前已进入公知领域或普遍可接触到的；

c) entered the public domain or became generally accessible after receipt for reasons other than Novo Nordisk's breach of this Agreement;

非因诺和诺德违反**本协议**的原因，而在收悉后进入公知领域或普遍可接触到的；

d) was made available to Novo Nordisk or any of its affiliates at any time by an authorized third party who did not obtain the same, directly or indirectly, from Participant;

诺和诺德或其任何关联公司在任何时候自授权第三方处获悉的，且该等信息并非是该第三方直接或间接从参与方处获悉的；

e) is independently developed by or for Novo Nordisk or any of its Affiliates, as evidenced by Novo's competent documentary records; or

诺和诺德有足够的文件证据证明，系由或为了诺和诺德或其任何关联公司而独立开发的；或

f) is required to be disclosed by applicable statute or regulation or by judicial or administrative process, in which case Novo Nordisk will provide prompt written notice to allow Participant 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 Participant in obtaining confidential treatment for such disclosures.

适用的法律或法规或者司法或行政程序要求披露的，但在此情况下，诺和诺德应及时发送书面通知以使得参与方可以寻求保护令或其他适当救济，诺和诺德将仅披露依法要求披露的信息，且将尽合理努力以协助参与方对该等披露信息获得保密对待。

7.6 Novo Nordisk may publicly disclose:

诺和诺德可能会公开披露：

- anonymised information, e.g. the total number of Participants and the total number of Compounds that have been tested under the INNOVO® Assay Sharing Program. Novo Nordisk agrees to only share information that cannot be identified back to a specific Participant.

  匿名信息，如 INNOVO® Assay Sharing 项目下参与方总数及已检测**化合物**的总数。诺和诺德同意将仅分享无法识别追溯到具体参与方的信息。

- collated research results from the Program Assays, without disclosing information pertaining to the Compounds nor the Participants.

  在不披露有关**化合物**或参与方信息的情况下，来自于本**检测**的经整合后的研究结果。

7.7 Participant may publicly disclose the Report including all data and other information received from Novo Nordisk with regard to the Compounds. Novo Nordisk encourages publication and sharing of information where possible and beneficial, but Participant should be aware that sharing the Report with a third party may impede a future collaboration or business relationship with Novo Nordisk and/or its affiliates.

参与方可以公开披露自诺和诺德处收悉的关于**化合物**的**报告**，包括所有数据及其他信息。诺和诺德鼓励在可能且有益的情况下发布和共享信息，但参与方应注意，与第三方共享**报告**可能会妨碍未来与诺和诺德和/或其关联公司的合作或业务关系。

7.8 Participant will acknowledge Novo Nordisk and the INNOVO® Assay Sharing Program in its publication of all or part of the Report in the following format:

"Assay test data provided by Novo Nordisk under the INNOVO® Assay Sharing Program."

参与方如发表全部或部分**报告**，将以如下格式引用诺和诺德及 INNOVO® Assay Sharing：

"检测数据系由诺和诺德在 INNOVO® Assay Sharing 项目下提供。"

8. Intellectual property rights

知识产权

8.1 Novo Nordisk agrees that all of Participant's existing intellectual property rights in the Compounds will remain with the Participant unless agreed otherwise by the Parties in writing.

诺和诺德同意，除非双方另有书面协议，否则参与方对**化合物**既有的知识产权仍将为参与方所有。

8.2 Participant agrees that the Compound(s) may be known to Novo Nordisk and that Novo Nordisk currently or in the future independently, without the use of the Compounds, develop compounds similar or identical to the Compounds.

参与方同意，诺和诺德可能已知晓**本协议**项下的**化合物**，并且诺和诺德现在或未来在不使用**化合物**的情况下，有可能独立开发与**本协议**项下的**化合物**相同或相似的化合物。

8.3 The Parties agree that this Agreement shall not impact the determination of inventorship of any compound that was known to Novo Nordisk or its Affiliates, as evidenced by Novo Nordisk's competent documentary records

双方同意，如诺和诺德有足够的文件记录证明，则**本协议**不应影响任何已为诺和诺德或其关联公司所知的化合物的发明人身份的确定。

9. Contact details for Participant and Novo Nordisk

参与方以及诺和诺德的联系方式

9.1 The Compound(s) must be shipped to:

Novo Nordisk Pharmaceuticals Science & Technology

INNOVO® Assay Sharing Program

Building 2, No. 20 Life Science Park Road

Changping district, Beijing

China

诺和诺德医药科技有限公司

INNOVO® Assay Sharing 项目

中国北京市昌平区生命科学园路 20 号院 2 号楼

9.2 Any written notice required to be provided to Novo Nordisk under this Agreement shall be provided to the INNOVO® Assay Sharing Program support team by e-mail delivery to: <**assaysharing@novonordisk.com**> (with subject line: "*Written notice for legal team*").

本协议项下需向诺和诺德提供的任何书面通知均应通过以下电子邮件地址<assaysharing@novonordisk.com>提供至 INNOVO® Assay Sharing 项目支持团队（主题栏应为："书面通知，法务团队敬启"）

9.3 Any written notice required to be provided to Participant shall be provided to the email address listed in Section 3.4.

需要向参与方提供的任何书面通知均应发送至第 3.4 款下提供的电子邮件地址。

10. Termination

终止

10.1 The term of this Agreement shall begin on the date of last signature by the Parties and shall continue until:

本协议自协议双方最后签署日期起生效，且持续有效直至：

a. termination of this Agreement by Novo Nordisk upon thirty (30) days' written notice to Participant;

诺和诺德向参与方发出书面通知三十（30）日后终止**本协议**；

b. replacement with a revised Agreement signed by the Parties; or

双方签署一份经修订的协议替代**本协议**；或

c. termination of this Agreement by Participant upon thirty (30) days' written notice to Novo Nordisk.

参与方向诺和诺德发出书面通知 30 日后终止**本协议**。

10.2 Upon termination of this Agreement, Novo Nordisk shall, at Participant's written request, destroy any remaining Compound(s) and confirm such destruction in writing.

本协议终止后，应参与方书面要求，诺和诺德应销毁任何剩余的**化合物**并以书面形式确认该等销毁。

10.3 Execution of this Agreement automatically terminates any INNOVO® Assay Sharing Program Agreement previously entered into between Participant and Novo Nordisk.

签署**本协议**则自动终止参与方与诺和诺德之间此前签署的任何 INNOVO® Assay Sharing 协议。

11. Other terms

其他条款

11.1 Participant acknowledges and agrees that Novo Nordisk has the right to, without consent of Participant, amend the INNOVO® Assay Sharing Program and/or the Program Website or discontinue the INNOVO® Assay Sharing Program at any time, if Novo Nordisk deems this necessary for any reason. Novo Nordisk will notify Participant of any such decisions via e-amil and via announcement on the Program Website.

参与方承认并同意，如诺和诺德出于任何原因认为是必要的，则诺和诺德有权在任何时候不经参与方同意，修改 INNOVO® Assay Sharing 和/或**网页**，或者不再继续 INNOVO® Assay Sharing。诺和诺德将通过电子邮件或**网页**上的公告向参与方通知此等决定。

11.2 Participant shall have the status of an independent contractor under this Agreement and nothing in this Agreement shall be construed as authorization for either Party to act as agent for the other Party.

本协议项下，参与方应具有独立合同方地位，**本协议**中的任何内容均不应被解释为授权任何一方作为另一方的代理人。

11.3 Neither Party shall use the name of the other Party without express written permission from the other Party, except as otherwise stated in this Agreement or as required by law.

除非**本协议**另有约定或法律另有要求，未经另一方书面明示同意，任何一方均不得使用另一方的名称。

11.4 Neither Party may assign its rights and obligations under this Agreement without the prior written consent of the other Party. Notwithstanding the foregoing, Novo Nordisk shall have the right to assign this Agreement to an Affiliate and/or to any successor in interest to which this Agreement relates.

未经另一方事前书面同意，任何一方不得转让其在**本协议**项下的权利与义务。尽管有前述约定，诺和诺德有权将**本协议**转让给其关联公司和/或与**本协议**有利益关系的继承人。

11.5 This Agreement is considered the entire agreement between the Parties and can only be modified, changed or discharged, fully or in part, by a written agreement that is signed by authorised representatives of both Parties.

本协议为双方之间的完整协议，**本协议**仅可为双方授权代表签署的书面协议所全面或部分修订、修改或解除。

11.6 This Agreement is made in Chinese and English. In the event of a dispute as to the terms of this Agreement the English version shall prevail.

本协议以中文和英文书就。如果对**本协议**条款有任何争议，则以英文版本为准。

11.7 This Agreement is subject to the laws of the People's Republic of China. If a dispute should arise relating to the provision of this Agreement, the Parties agree to try to settle such dispute amicably and in good faith. The Parties hereby agree to elect domicile in the judicial district of Beijing City, China, and choose it as the appropriate district to hear any claim arising from the interpretation, application, and performance, the entry into force, validity and effect of this Agreement.

本协议适用中华人民共和国法律。如因**本协议**条款产生任何争议，双方同意协商解决。双方在此同意在中国北京市司法辖区内选择所在地，并选择该辖区作为审理因**本协议**的解释、适用和履行、生效、效力而产生任何索赔的适当地区。

11.8 This Agreement may be executed in counterparts, each of which will be deemed to be an original and which together will constitute one and the same agreement. A portable document format (**.pdf**) copy of this Agreement, including the signature pages, will be deemed an original. This Agreement may also be validly created by counterparts electronically signed by each Party using DocuSign®.

本协议一式两份，每份均应被视为正本，所有正本构成一份完整协议。包含签名页在内的本协议的便携文件格式（**.pdf**），应被视为正本。本协议也可由双方以 DocuSign®电子签名的方式签署。

Beijing Novo Nordisk Pharmaceuticals Science & Technology Co., Ltd. 北京诺和诺德医药科技有限公司	Statutory name of Participant (please print in block letters): 参与方法定名称：
Name: 姓名：	Name of duly authorized representative (please print in block letters): 正式授权代表姓名：
Title: 职位：	Title (please print in block letters): 职位：
Signature: 签名： (Stamp) (盖章)	Signature: 签名： (Stamp) (盖章)
Date: 日期:	Date: 日期：

ANNEX 1

Example Specification Form

附件 1

参数表格

INNOVO® Assay Sharing

Specification Form

novo nordisk®

User Information

Name*		Date*	24/06/2021
E-mail*		Courier	
Phone Number*		Tracking No.	
Institute*		Transportation Condition	
Address*			

The information with "*" are required.

Assays

Please select the assays that you want to test. For detailed introduction and protocol, please visit INNOVO® Assay Sharing website.

- ☐ Renal Mesangial Cell fibrosis Assay
- ☐ Hepatic Stellate Cell Fibrosis Assay
- ☐ Cardiac Fibroblast Fibrosis Assay

Compound Information

Tube #	Compound Name*	Compound Type*	Compound Quantity*				Compound Solution*				
			Conc. (μM)*	Molecular Weight (kDa)*	Mass (μg)	A214/A260/A280	Form	pH*	Buffer*	Volume (μL)*	Please indicate buffer components if others
01	Example_1	Peptide	200	82			Solution	7.8	Others (Please specify)	500	10% DMEM + 90% DPBS
02											
03											
04											
05											
06											
07											
08											
09											
10											

To request a test of your compound(s), please complete this form and return it to assaysharing@novonordisk.com. You should hear from us within 2 business days of receipt of this form.