

GENOMEAST PLATFORM TERMS AND CONDITIONS OF BUSINESS

1 Definitions

- 1.1 “The Platform” shall mean the GenomEast Platform of the CERBM GIE, 1 rue Laurent Fries, 67404 Illkirch CEDEX, France.
- 1.2 “The Beneficiary” shall mean the scientific project manager to receive Services or to benefit from the provision of Material.
- 1.3 “The User” shall mean any natural person using the Material made available under the responsibility of the Beneficiary.
- 1.4 “Services” shall mean the processing of RNA, DNA or cell samples on Affymetrix GeneChips, Illumina high-throughput sequencer or Fluidigm microfluidic system, from quality control of starting material up to delivery of raw data. Any additional data analysis requiring mathematical or bioinformatics expertise is provided by the Platform as scientific collaboration, off services.
- 1.5 “The Material” made available shall concern the Fluidigm system including a Biomark HD, two IFC controllers and a C1 single cell autoprep system.
- 1.6 “The provision of Material” shall include, if required, a technical assistance and the provision of dedicated consumables.

2 Terms of business

- 2.1 Following submission of a project, the Platform shall send a quotation to the Beneficiary describing the Services planned and their prices.
- 2.2 The Beneficiary shall return the quotation signed with an order form addressed to the CERBM GIE, 1 rue Laurent Fries, 67404 Illkirch CEDEX, France.
- 2.3 Projects will be started only **AFTER RECEIPT OF THE SIGNED QUOTATION and ORDER FORM.**
- 2.4 The starting date of the project and its approximate duration will be communicated to the Beneficiary by the Platform after quality control of the starting samples. The Platform is entitled to refuse any sample that does not meet its quality requirements.
- 2.5 Invoices shall be paid 45 days after receipt. According to European directive n°2011/7/EU, in case of delay in payment, will be due, a compensation based on the interest rate applied by the European Central Bank to its most recent operation of refinancing increased by 10 points of percentage, as well as a fixed sum of 40-euro as compensation for recovery costs.

3 Services

- 3.1 As a service provider, the Platform shall use Affymetrix, Illumina and Fluidigm products only for experimental purposes and scientific collaborations.
- 3.2 The Beneficiary shall insure that the use of Affymetrix, Illumina or Fluidigm products does not violate any patent, registered trademark, intellectual property, and copyright.

- 3.3 The Platform makes a commitment to use Affymetrix, Illumina and Fluidigm products and instrument according to supplier's recommendations.
- 3.4 The Platform shall not be held responsible if results from one or several samples are made unusable because of an Affymetrix, Illumina or Fluidigm defective product or equipment dysfunction. In case of a problem, the Platform shall contact the concerned supplier that shall decide whether the unusable products must be replaced.
- 3.5 The Platform shall preserve and maintain the integrity of biological samples transmitted by the Beneficiary during the project and shall return or destroy remaining samples at the end of the project as requested by the Beneficiary.

4 Provision of material

- 4.1 The User commits her-/himself to book with the Platform prior to use the Material.
- 4.2 At first use, the User warrants that he/she is trained and authorized to use the Material or makes a commitment to request technical assistance to the Platform.
- 4.3 The Beneficiary shall insure that the use of Fluidigm products does not violate any patent, registered trademark, intellectual property, and copyright.
- 4.4 The User commits her-/himself to keep current regulations, safety instructions and technical recommendations from Fluidigm and the Platform.
- 4.5 The User shall check for proper operation of the Material when possession is taken and for the entire duration of the contract. In case of malfunctioning or fails due to failure of the Material itself or an outside factor, the User shall stop using the Material and shall notify the Platform.
- 4.6 The Platform makes a commitment to diffuse to the User all operating, use and safety instructions relating to the handling of the Material to its knowledge.
- 4.7 The Platform shall ensure on its own responsibility the execution of all services related to maintenance and essential update on the Material.

5 Confidentiality and data use

- 5.1 All scientific results and data obtained by the Beneficiary from the Services provided by the Platform or by using the Material made available by the Platform shall remain the Beneficiary's property.
- 5.2 The Platform shall keep confidential any experimental results from the Beneficiary and shall not communicate them to a third party without prior written permission from the Beneficiary (e-mail included).
- 5.3 As an official partner of the national program “France Génomique” financed by the “Investissements d’Avenir”, the Platform has to report its sequencing activity to this infrastructure.

As such, and **UNLESS OTHERWISE SPECIFIED IN WRITING** by the beneficiary, the professional and administrative information of the Beneficiary, the object of the project as well as the nature of the required service will be recorded on the intranet of the infrastructure “France Génomique”, for purpose of good management of this infrastructure (www.france-genomique.org); these data will be accessible by the administrators and the management of “France Génomique”.

5.4 **EXCEPT ON SPECIFIC WRITTEN REQUEST** from the Beneficiary, the Platform shall be entitled to use any technical or mathematical information, relative to sample processing or data analysis, useful for the improvement of its Services.

5.5 According to usual scientific practice, the contribution of the Platform scientists shall be acknowledged in any written or oral presentations relative to the results obtained from the Services provided by the Platform. In scientific publications, these scientists shall be cited either in the acknowledgement section either as co-authors when the contribution is substantial.

5.6 To be able to justify ourselves to our public financiers, for sequencing services, the Beneficiary is further requested to acknowledge the work of the Platform as follow, in all publications: “Sequencing was performed by the GenomEast platform, a member of the “France Génomique” consortium (ANR-10-INBS-0009)”.

5.7 The Beneficiary shall inform the Platform when publishing data relative to the Services provided by the Platform.

6 Responsibilities

6.1 The Beneficiary shall insure that he has all necessary rights and agreements (ethic, patient consent, ...) for the transfer of the biological samples to the Platform and their processing.

6.2 The Beneficiary shall irrevocably and unconditionally undertake to pay any expenses on the Material made available resulting from abnormal/abusive use, lack of care or negligence by the User.

6.3 The Platform makes quality controls on samples during the project. If one sample does not meet the Platform quality requirements, the Platform shall inform the Beneficiary who shall decide to replace the defective sample or to pursue with it. In that latter case, the Platform shall decline any responsibilities regarding the quality of the final results.

6.4 The Platform guarantees the technical quality of its Services; however, it may not be held responsible for the scientific value of the data produced from these Services.

6.5 The Platform cannot guarantee the technical and scientific quality of results by the User on the Material made available.

6.6 The Platform shall not be held responsible for any loss of data following their transfer to the Beneficiary. Considering the large size of the informatics data files generated, the Platform cannot maintain copies on its server on long term. Following their transfer to the Beneficiary, the Platform can guarantee the conservation of raw data for a limited period of 6 months. After these deadlines, if the Beneficiary requests further expertise on data analysis, he may be asked to transfer back the raw data to the Platform.

7 Governing law-litigation

The General Terms shall be governed by French Law. In the event of any dispute between the Platform and the Beneficiary in connection with the service provided, failing to be settled amicably, the dispute shall be referred to the Courts of Strasbourg.

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GenomEast Platform